

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Laxalt Building
2nd Floor Chambers
401 N. Carson Street
Carson City, Nevada 89701

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

DATE AND TIME: October 13, 2015 at 10:00 a.m.

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

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 8, 2015 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former University of Nevada School of Medicine Associate Professor of Family Medicine to provide Medical Director Services. **This item relates to Contract #10 under agenda item 13.**

B. Department of Health and Human Services – Aging and Disability Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former employee to provide Board Certified Behavior Analysis services to families and children in Elko, Nevada.

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority for contracts with seven individuals from May 2015 through September 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with a former Assistant Resident Engineer from NDOT. NDOT has an existing contract with Diversified Consulting Services who is proposing to use the employee on the NDOT project.

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

Pursuant to NRS 433.354, the Department of Health and Human Services is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers of:

A. Aging and Disability Services

- Autism Treatment Assistance Program – (revised)
- Nevada Early Intervention Services – (revised)

B. Child and Family Services

- Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in Southern Nevada
- Dental Services for the Summit View Correctional Center

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2015 3RD QUARTER REPORT AND FISCAL YEAR 2015 4TH QUARTER RECOMMENDATION**

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

The 3rd quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$9,266,310.19 with \$3,380,254.82 paid out of the Victims of Crime Program account and \$5,886,055.37 resolved through vendor fee adjustments and cost containment policies. The program anticipates future reserves at \$8.3 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 4th quarter of FY 2015.

***6. FOR POSSIBLE ACTION – APPROVAL OF LAND EXCHANGE**

Pursuant to NRS 323.100, the State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests in land.

A. Department of Wildlife and the Scott Family

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Wildlife (NDOW) and Nevada citizens the Scott Family. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The state and the Scott Family are sharing equally in the costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Washoe County. NDOW had concurred with the exchange and has no objections to the terms of the agreement. **This item is contingent upon IFC approval.**

***7. FOR POSSIBLE ACTION – APPROVAL OF LAND LEASE**

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

Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval to enter into a lease with the Board of Regents – College of Southern Nevada for occupancy and use of state owned property for childcare facility purposes. **This item is contingent upon IFC approval.**

***8. FOR POSSIBLE ACTION – REQUEST FOR ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY ACCOUNT**

A. Treasurer’s Office - \$128,555

Pursuant to NRS 353.268, the Treasurer’s Office requests an allocation of \$128,555 from the Interim Finance Committee Contingency Account to fund three temporary contracted employees and the Education Savings Account (ESA) enrollment program contact with BenefitWallet for the ESA Program created by SB302 during the 2015 Legislative Session. **This item is contingent upon IFC approval.**

***9. FOR POSSIBLE ACTION – APPROVAL OF A CASH SETTLEMENT**

A. Department of Transportation (NDOT) – Administration – \$13,500

The Department requests settlement approval in the total amount of \$13,500 to fully resolve an appeal from an Award of Attorney Fees in an Inverse Condemnation Action, claiming that the planning of the I-15 South Design-Build Project (“Project NEON”) has caused various injuries. The proposed settlement provides for \$13,500 to be paid to NDOT by Ad America for partial payment of NDOT’s attorney fees and costs awarded.

B. Department of Transportation (NDOT) – Administration – \$800.00

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

The Department requests settlement approval in the total amount of \$800 to resolve an eminent domain action due to acquiring commercial real property, 315 square feet of land lying in the City of Reno, owned and occupied by Mr. Bruce B. Miller. Mr. Miller indicated that some landscaping improvements in his backyard would be removed due to the project.

***10. FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT OF BREACH OF CONTRACT**

A. Department of Education – \$1,299,021

The Department requests settlement approval to accept goods and services from Measured Progress, Inc. in the total amount of \$1,299,021 to fully resolve a contract breach regarding the delivery of Nevada’s 2014-15 Criterion Referenced Test of which the majority of Nevada’s students were unable to successfully complete.

The settlement agreement requires Measured Progress, Inc. to reduce its fees by \$789,021 to \$1,867,328 and provide to Nevada a Science, Technology, Engineering, and Math Gauge tool to help teachers integrate assessment items into instruction in middle school valued at approximately \$510,000.

***11. FOR POSSIBLE ACTION – TORT CLAIMS**

- A. Estate of R. Robinson, B. Robinson, and G. Gillock and Associates – TC 17303
Amount of Claim - \$400,000**
- B. Dan Winder – TC 17312
Amount of Claim - \$195,000**
- C. Lambda Legal Defense and Education Fund – TC 17304
Amount of Claim - \$615,037**
- D. City and County of San Francisco – TC 17311
Amount of Claim - \$400,000**

***12. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

***13. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

***14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**

15. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM

Pursuant to NRS 333.700 subsection 7 (a), 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 August 20, 2015 through September 14, 2015.

16. INFORMATION ITEMS

A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The division has been requested to provide the Board of Examiner’s with an annual report on Provider Agreements that summarizes the amount expended for the previous state fiscal year. This report is for the fiscal year ending June 30, 2015.

B. Fiscal Year 2015 Overtime Report

17. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***18. 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
Capitolpolice-lasvegas@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 Wells at (775) 684-0222 or you can email us at budget@finance.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 Education	Tanglewood, LLC	\$201,366
	Lease Description: This is an amendment to an existing lease to house the agency. Term of Lease: 10/01/2015 – 09/30/2020 Located in Carson City		
2.	Department of Health and Human Services – Division of Public and Behavioral Health – Southern Nevada Adult Mental Health Services	Walter H. Knoll & Barbara J. Knoll/Knoll Family Trust	\$259,136
	Lease Description: This is an extension of an existing lease to house the agency. Term of Lease: 11/01/2015 – 10/31/2020 Located in Laughlin		
3.	Department of Health and Human Services – Division of Public and Behavioral Health – Southern Nevada Adult Mental Health Services	Jones Professional Center, LLC	\$359,050
	Lease Description: This is a renewal of an existing lease to house the agency. Term of Lease: 11/01/2015 – 10/31/2020 Located in Las Vegas		
4.	Department of Motor Vehicles	Sarcobatus Land Mining Cattle Co., LLC	\$73,350
	Lease Description: This is a renewal of an existing lease to house the agency. Term of Lease: 11/01/2015 – 10/31/2020 Located in Tonopah		
5.	Department of Public Safety – Highway Patrol	Carson City Sheriff's Office	\$67,570
	Lease Description: This is a new location lease to house the agency. Term of Lease: 07/01/2015 – 11/30/2018 Located in Carson City		
6.	Department of Public Safety – Highway Patrol – Parole and Probation	Sarcobatus Land Mining Cattle Co., LLC	\$85,100
	Lease Description: This is a renewal of an existing lease to house the agency. Term of Lease: 11/01/2015 – 10/31/2020 Located in Tonopah		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	BANCROFT, PLLC	OTHER: 100% STATUTORY CONTINGENCY FUND	\$10,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide outside counsel services for cases that the Attorney General decided were impracticable and uneconomical to have the State of Nevada employees defend in a lawsuit pursuant to NRS 41.03435.				
		Term of Contract:	09/15/2015 - 11/30/2015	Contract # 17087		
2.	050	TREASURER'S OFFICE - STATE TREASURER	NEW YORK LIFE INSURANCE COMPANY, DBA, MACKAY SHIELDS	OTHER: UNDISTRIBUTED INTEREST	\$1,500,000	
	Contract Description:	This is a new contract to provide fixed income investment management services for the General Portfolio in accordance with NRS Chapter 355.				
		Term of Contract:	10/13/2015 - 06/30/2019	Contract # 17097		
3.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	HIRSCHLER FLEISCHER	OTHER: ENDOWMENT TRUST FUND	\$400,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide legal services to the Treasurer, staff and the Board of Trustees of the College Savings Plans of Nevada with Internal Revenue Code Section 529 regulatory and compliance issues.				
		Term of Contract:	09/08/2015 - 12/31/2019	Contract # 16921		
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - All Budget Accounts	STRUCTURAL SYSTEM SOLUTIONS, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS WORK.	\$50,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional civil plan checking services on an as needed basis: SPWD Contract No. 109702.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 17083		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - All Budget Accounts	STRUCTURAL SYSTEM SOLUTIONS, INC.	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING THIS WORK	\$50,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services on an as needed basis: SPWD Contract No. 109701.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 17084		
6.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	SARTHA GLOBAL MARKETING	OTHER: LODGING TAX	\$272,500	
	Contract Description:	This is a new contract to provide ongoing international representation in India to promote tourism in Nevada. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities, media value and accomplishments.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 16999		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	AMERICAN INSTITUTES FOR RESEARCH IN BEHAVIORAL SCIENCE	GENERAL 17% FEDERAL 83%	\$992,000	PROFESSIONAL SERVICE
		Contract Description: This is a new contract to provide a School Climate/Social and Emotional Learning (SEL) survey to be administered to all pupils who are enrolled in Nevada Public Schools. Term of Contract: 09/08/2015 - 09/30/2019 Contract # 16943				
8.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY-CLAN	NEVADA STATE LIBRARY, ARCHIVES	FEE: MEMBER FEES	\$60,000	
		Contract Description: This is the first amendment to the original cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. This amendment increases the maximum amount from \$182,875 to \$242,875 due to the costs associated with the services for this member exceed the yearly contracted limit. Term of Contract: 04/08/2014 - 06/30/2019 Contract # 15404				
9.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR RX AND DISABILITY RX	HOMETOWN HEALTH PLAN, INC.	OTHER: HEALTHY NEVADA FUNDS	\$171,000	EXEMPT
		Contract Description: This is a new contract that continues Nevada's ongoing two-part State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits. Term of Contract: Upon Approval - 03/09/2019 Contract # 17012				
10.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	T. J. HUNT MED SERVICES, PLLC	GENERAL 50.2% FEDERAL 49.8%	\$96,060	SOLE SOURCE, FORMER EMPLOYEE
		Contract Description: This is a new contract that continues ongoing medical director services at Desert Regional Center. This item relates to Action Item 3A Term of Contract: Upon Approval - 09/30/2017 Contract # 17016				
11.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CLARK COUNTY JUVENILE JUSTICE	FEDERAL	\$487,500	EXEMPT
		Contract Description: This is a new contract to provide Targeted Case Management services and administrative services for the juvenile justice population pursuant to federal Title XIX & XXI funding. Term of Contract: 07/01/2015 - 06/30/2019 Contract # 16865				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DIVISION OF WELFARE AND SUPPORTIVE SERVICES	FEDERAL	\$105,988,246	
	Contract Description:	This is the third amendment to the original interlocal agreement to reimburse the federal share of costs associated with administrative activities to implement the Medicaid and Nevada Checkup programs for eligibility and maintenance of the eligibility engine. This amendment increases the maximum amount from \$128,541,889 to \$234,530,135 for continued need of these services.				
		Term of Contract:	07/01/2011 – 06/30/2017	Contract # 12128		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BOARD OF REGENTS- UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	GENERAL	\$925,446	EXEMPT
	Contract Description:	This is a new interlocal agreement that continues ongoing postgraduate psychiatric residency services and training for University of Nevada School of Medicine residents through professional development groups to help enhance the clinical knowledge and skills of the participants while simultaneously providing valuable services to patients and clients.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17030		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	WASHOE COUNTY	OTHER: REVENUE	\$508,700	
	Contract Description:	This is a new revenue agreement that is ongoing and provides on-site mental health services from Lake's Crossing to inmates at Washoe County Detention Center.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16995		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH	NEVADA DEPARTMENT OF AGRICULTURE	OTHER: DISPENSARY LICENSING FEES	\$60,000	
	Contract Description:	This is a new interlocal agreement to provide required quality assurance tests pursuant to NAC 453A.654 and NAC 453A.658, or random quality assurance compliance checks pursuant to NAC 453A.668 of medical marijuana establishments throughout the state. The Department of Agriculture shall conform to the requirements regarding adequate chain of custody pursuant to NAC 453A.662.				
		Term of Contract:	07/01/2015 - 07/01/2016	Contract # 17031		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES DHHS - PUBLIC AND BEHAVIORAL HEALTH - All Budget Accounts	BOARD OF REGENTS- UNIVERSITY OF NEVADA, LAS VEGAS	OTHER: MULTIPLE DHHS PROGRAMS WITH MULTIPLE FUNDING SOURCES	\$14,600,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing conference planning, facilitation, community building, program evaluation, training, needs assessments, project management, data analysis and report development services throughout the divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 17017		
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES DHHS - PUBLIC AND BEHAVIORAL HEALTH - All Budget Accounts	BOARD OF REGENTS- UNIVERSITY OF NEVADA, RENO	OTHER: MULTIPLE PROGRAMS WITH MULTIPLE FUNDING SOURCES	\$11,650,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing conference planning, facilitation, community building, program evaluation, training, needs assessments, project management, data analysis and report development services throughout the divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 17054		
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - COMMUNITY JUVENILE JUSTICE PROGRAMS	INTERSTATE FIRE SALES AND SERVICE, INC.	GENERAL	\$81,750	SOLE SOURCE
	Contract Description:	This is a new contract to provide labor to install a closed circuit TV system at the Nevada Youth Training Center. The purchase of this system is required by the Prison Rape Elimination Act to ensure the safety of youth at this facility. The system will allow areas that are currently not being monitored to be monitored and allow for retention of those video tapes according to regulation.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 17018		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	DOUGLAS COUNTY	OTHER: COUNTY REVENUE	\$755,048	
	Contract Description:	This is a new interlocal revenue agreement that is ongoing and provides an assessment for child protective services pursuant to NRS 432B.326.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16991		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES	UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	FEDERAL	\$61,200	EXEMPT
		Contract Description: This is a new interlocal agreement that continues ongoing on-call psychiatric services and supervision of the Psychiatric Fellowship Program.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17010		
21.	431	ADJUTANT GENERAL ADJUTANT GENERAL & NATIONAL GUARD - All Budget Accounts	STATE FIRE DC SPECIALTIES, LLC	GENERAL 50% FEDERAL 50%	\$78,000	
		Contract Description: This is a new contract to provide statewide fire extinguisher service, repair, inspections, and maintenance to the agency's fire extinguishers.				
		Term of Contract:	Upon Approval - 10/13/2019	Contract # 17062		
22.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	HOSPITALITY INTERNATIONAL, LLC	FEDERAL	\$246,984	SOLE SOURCE
		Contract Description: This is the second amendment to the original contract, which provides job and occupational skills training for prep/line cook for incarcerated offenders located at Florence McClure Women's Correctional Center. This amendment increases the maximum amount from \$48,192 to \$295,176 due to an expansion of the training program to include Jean Conservation Camp, Casa Grande Transitional Housing and an increase of offender participants from 24 to 147.				
		Term of Contract:	05/08/2015 - 06/30/2016	Contract # 16435		
23.	440	DEPARTMENT OF CORRECTIONS - CASA GRANDE TRANSITIONAL HOUSING	WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC	GENERAL	\$68,250	
		Contract Description: This is a new agreement for the lease of equipment to provide commercial washers and dryers and related services, including installation and maintenance, at Casa Grande Transitional Housing.				
		Term of Contract:	10/13/2015 - 10/12/2020	Contract # 17021		
24.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	NEVADA RURAL HOUSING AUTHORITY	OTHER: SUPPLEMENTAL ENVIRONMENTAL PROJECTS FUNDS	\$69,000	
		Contract Description: This is a new interlocal agreement to provide for the removal and replacement of non EPA-compliant wood stoves in Carson City and Douglas County for low income families. Removal and replacement of old wood burning stoves with EPA approved wood burning stoves will be more cost efficient for the homeowner and eliminate unnecessary emissions of fine particles and result in air quality benefits.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 17049		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	BROADBENT AND ASSOCIATES, INC.	FEE: WATER PERMIT FEES 46% FEDERAL 54%	\$184,000	
		Contract Description: This is a new contract to provide on-site technical assistance and training to Nevada wastewater treatment plant operators and managers under the Nevada Circuit Rider Program. Term of Contract: 10/13/2015 - 09/30/2017 Contract # 17020				
26.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	RESOURCE CONCEPTS, INC.	FEDERAL	\$100,000	
		Contract Description: This is a new contract to provide on-site technical assistance and training to manage water quality from stormwater discharges from construction and industrial sites in Nevada's communities and municipal separate storm sewer systems. Term of Contract: 10/13/2015 - 09/30/2017 Contract # 17019				
27.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	ACT, INC.	GENERAL 10.6% OTHER: CAREER ENHANCEMENT PROGRAM FUNDING 50% FEDERAL 39.4%	\$165,000	SOLE SOURCE
		Contract Description: This is a new contract to provide licensure to the American College Testing (ACT) assessment program that provides an internet-based career training system that prepares users to work toward obtaining ACT National Career Ready Certification. Twenty-three sites will provide Career Ready 101 online training. Fourteen sites will provide WorkKeys internet based assessments for applied math, reading and locating information. Term of Contract: 10/01/2015 - 09/30/2016 Contract # 16973				
28.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - ADMINISTRATION	KPS 3, INC.	FEE: PER MEMBER PER MONTH FEES	\$80,000	
		Contract Description: This is the fifth amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment extends the termination date from March 31, 2016 to March 31, 2018 and increases the maximum amount from 11,070,976 to 11,150,976 for the continuation of website hosting, ongoing content/forms management, translation services, and special projects through a work order process. Term of Contract: 01/08/2013 - 03/31/2018 Contract # 13950				
29.	B001	BOARD OF ACCOUNTANCY	ALLISON MACKENZIE PAVLAKIS WRIGHT & FAGAN LTD.	OTHER: LICENSE APPLICATION, EXAMINATION AND RENEWAL FEES	\$282,500	
		Contract Description: This is a new contract for continued legal services required by the Board, including representation in law suits, disciplinary actions, administrative hearings, legislative assistance and in providing specific legal advice. Term of Contract: 07/01/2015 - 12/31/2018 Contract # 17071				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	B011	STATE CONTRACTORS BOARD	THE FERRARO GROUP	FEE: LICENSE FEES	\$109,000	
	Contract Description:	This is the first amendment to the original contract to provide assistance to the Board with various matters, including legislative issues and represent the agency at various legislative and regulatory meetings and hearings; provide media training; coordinate community outreach partnerships to disseminate information concerning unlicensed contractors and other topics to assist vulnerable groups such as the senior population and non-English speaking homeowners.				
	Term of Contract:	05/01/2014 - 09/30/2016	Contract # 15377			
31.	050	TREASURER'S OFFICE - STATE TREASURER	NEAL WEISMAN, DBA, INTERACTIVE IDEAS	OTHER: EDUCATION SAVINGS ACCOUNT	\$368,025	
	Contract Description:	This is a new contract to create a cloud based application for the Education Savings Account (ESA), SB302.				
	Term of Contract:	10/13/2015 - 09/30/2019	Contract # 17128			

MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	CHARTER	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract that continues ongoing telecommunication services, including voice, data and transport systems, for state agencies in Northern Nevada.				
		Term of Contract:	Upon Approval - 10/31/2019	Contract # 17037		
MSA 2.	MSA	VARIOUS STATE AGENCIES	INYO NETWORKS	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract that continues ongoing telecommunication services, including voice, data and transport systems, for state agencies in Northern Nevada.				
		Term of Contract:	Upon Approval - 10/31/2019	Contract # 16997		
MSA 3.	MSA	VARIOUS STATE AGENCIES	LITIGATION SERVICES & TECHNOLOGIES OF NV, LLC	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide court reporting services as needed on a statewide basis.				
		Term of Contract:	10/14/2015 - 05/31/2016	Contract # 17058		

INFORMATION CONTRACTS

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	015	GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION	AERIS ENTERPRISES, INC.	GENERAL	\$35,000	
	Contract Description:	This is the third amendment to the original contract, which continues ongoing programming and analysis of enterprise computer applications. This amendment increases the maximum amount from \$769,328 to \$804,328 due to additional programming hours for the payroll and fund mapping modules.				
		Term of Contract:	08/13/2013 – 06/30/2017	Contract # 14769		
2	030	ATTORNEY GENERAL'S OFFICE	KINSORA INSTITUTE OF NEUROSCIENCE	OTHER: TORT FUNDS	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which provides expert witness services as a medical expert in a lawsuit filed against the State of Nevada. This amendment extends the termination date from December 31, 2015 to March 31, 2016 and increases the maximum amount from \$12,000 to \$22,000 due to the continued need for these services.				
		Term of Contract:	11/10/2014 – 03/31/2016	Contract # 16271		
3	030	ATTORNEY GENERAL'S OFFICE	CLARK COUNTY OFFICE OF THE DISTRICT ATTORNEY	OTHER: REVENUE	\$25,000	
	Contract Description:	This is a new revenue interlocal agreement which provides felony prosecution services to the Clark County Eighth Judicial District Court for the S.P. Spano case.				
		Term of Contract:	05/26/2015 – 06/30/2017	Contract # 16849		
4	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS	RESOURCE CONCEPTS, INC.	BONDS	\$23,750	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Phase 2 Parking Lot Rehabilitation and Americans with Disabilities Act Improvements at the Northern Nevada Correctional Center; Project No. 15-S05(2); SPWB Contract No. 109690.				
		Term of Contract:	09/08/2015 – 06/30/2019	Contract # 17052		
5	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	AQUARIUS CASINO RESORT	OTHER: LODGING TAX	\$32,000	
	Contract Description:	This is a new contract to provide the site for the 2016 Rural Roundup Conference to be held in Laughlin, April 13-15, 2016.				
		Term of Contract:	09/12/2015 – 04/15/2016	Contract # 17057		
6	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	WAYLAY DESIGN, LLC	OTHER: ROOM TAX	\$24,500	
	Contract Description:	This is a new contract to provide integration of all online marketing and social media marketing efforts including; Website Search Engine Optimization, Rich Snippets, monthly reports, goal conversion tracking, monthly marketing strategy recommendations, and ongoing social media training. Social media training will include: optimized images for sharing, monthly reports, social networking ad management, graphic design, and customized email campaigns.				
		Term of Contract:	08/20/2015 – 03/24/2016	Contract # 16939		
7	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	STARR GLOBAL FINANCIAL, INC.	GENERAL	\$24,999	
	Contract Description:	This is a new contract to assist with an upcoming trade mission to the People's Republic of China to provide strategic advice to support and further an existing relationship between Nevada's Desert Research Institute and Nanjing's Hohai University.				
		Term of Contract:	08/21/2015 – 11/24/2015	Contract # 17015		
8	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES	CITY OF CARLIN	OTHER: REVENUE	\$17,888	
	Contract Description:	This is a new revenue contract to provide Microwave Channels on Marys Mountain in Eureka County. This will support public safety officials with needed communications with the Elko Interagency Dispatch Center.				
		Term of Contract:	05/01/2015 – 06/30/2019	Contract # 17007		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES	ANDERSON TOWING SERVICE, INC. DBA ANDERSON TOWING & TRANSPORT	FEES: USER FEES	\$20,000	
	Contract Description:	This is a new contract to provide roundtrip towing of two Snowcats from Moundhouse and Elko to the nearest authorized maintenance facility in Medford, Oregon.				
		Term of Contract:	08/17/2015 – 07/31/2017	Contract # 17008		
10	240	DEPARTMENT OF VETERANS SERVICES	SCHNEIDER ELECTRIC	OTHER: 50% PRIVATE FUNDS, 50% FEDERAL	\$15,000	
	Contract Description:	This is a new contract to provide remote monitoring of HVAC control systems for the Nevada State Veterans Home and ensure the systems are functioning properly and at the greatest efficiency.				
		Term of Contract:	06/01/2015 – 05/31/2018	Contract # 16908		
11	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	UNIVERSITY OF PITTSBURGH	FEDERAL	\$10,382	
	Contract Description:	This is a new interlocal agreement that continues ongoing access to a public health surveillance tool to collect and analyze over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bio-terrorism.				
		Term of Contract:	07/01/2015 – 06/30/2016	Contract # 17005		
12	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	HANSEN HUNTER & COMPANY, PC	GENERAL	\$29,750	
	Contract Description:	This is a new contract that continues ongoing certified public accountant services to prepare and submit required Medicare Cost Reports to current Medicare Administrative Contractor on behalf of Northern Nevada Adult Mental Health Services per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.				
		Term of Contract:	09/03/2015 – 06/30/2016	Contract # 17006		
13	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	BOARD OF REGENTS- UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	GENERAL	\$30,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents through Professional Development Groups to help enhance the clinical knowledge and skills of the participants while simultaneously providing valuable services to patients and clients at multiple locations throughout the state for Rural Community Health Services.				
		Term of Contract:	07/01/2015 – 06/30/2016	Contract # 17027		
14	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	ABC FIRE EXTINGUISHER CO, INC.	GENERAL	\$20,000	
	Contract Description:	This is a new contract that continues ongoing annual scheduled service on all dry chemical and Haylon fire extinguishers on the Northern Nevada Adult Mental Health Services and Lake's Crossing Center campus and necessary training of state personnel as required by the National Fire Association and Joint Commission standards.				
		Term of Contract:	09/09/2015 – 06/30/2018	Contract # 17028		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORTIVE SERVICES	DELOITTE CONSULTING, LLP	GENERAL 4% FEDERAL 96%	\$47,840	
	Contract Description:	This is the thirteenth amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine that is a business rules engine to store all of the eligibility rules for the 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. This amendment increases the maximum amount from \$53,389,067.35 to \$53,436,907.35, revises Attachment AA - Deliverable Payment Schedule and incorporates Change Order 075.				
		Term of Contract:	07/01/2012 – 09/30/2016	Contract # 13439		
16	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES	KELLY’S GLASS, INC.	GENERAL: 44% FEDERAL: 54% OTHER: RENTAL INCOME/CLIENT CHARGES 2%	\$19,999	
	Contract Description:	This is a new contract to provide glass repair and/or replacement and provide tinting for windows and patio doors, as requested by the facility supervisor, on state-owned property located at 6171 W. Charleston Blvd. in Las Vegas.				
		Term of Contract:	09/09/2015 – 06/30/2019	Contract # 17036		
17	431	ADJUTANT GENERAL & NATIONAL GUARD	MCGINLEY & ASSOCIATES, INC.	FEDERAL	\$27,040	
	Contract Description:	This is a new contract to provide direct push groundwater sampling services, in accordance with the Washoe County Health District and State of Nevada guidelines, regulations and environmental laws, at the Army Aviation Support Facility. Testing will be performed to test for quantities of perchloroethylene in surrounding groundwater.				
		Term of Contract:	09/31/2015 – 03/30/2016	Contract # 17061		
18	440	DEPARTMENT OF CORRECTIONS	RESOURCE CONCEPTS, INC.	FEDERAL 30% OTHER: FARM SALES 70%	\$48,000	
	Contract Description:	This is a new contract that continues ongoing services to coordinate with the Nevada Division of Environmental Protection to determine Nevada Pollutant Discharge Elimination System permit requirements, identify data needed for the site specific nutrient balances, collect soil samples and evaluate soil data, and review permit.				
		Term of Contract:	10/09/2015 – 10/08/2018	Contract # 16971		
19	650	DEPARTMENT OF PUBLIC SAFETY – DIRECTOR’S OFFICE	JIM DELUNG, LLC	OTHER: FORFEITURES	\$29,100	
	Contract Description:	This is a new contract to provide "Executive Leadership in Law Enforcement" training for all staff in the department. Each leadership course will be presented over three months, one week per month in the northern and southern offices.				
		Term of Contract:	09/21/2015 – 01/31/2016	Contract # 17033		
20	651	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	VOGUE LAUNDRY & CLEANERS, INC.	FEDERAL 49% HIGHWAY 51%	\$11,036	
	Contract Description:	This is a new contract that continues ongoing rentals of shirts, pants, shop coats, and coveralls and floor mats for the vehicle maintenance and repair shops in the Northern Command.				
		Term of Contract:	08/28/2015 – 03/31/2019	Contract # 16523		
21	702	DEPARTMENT OF WILDLIFE	ARTISTIC FENCE COMPANY, INC.	FEES: PREDATOR FEES	\$24,999	
	Contract Description:	This is a new contract for installation of fencing for non-lethal reduction of the raven abundance to protect sage grouse habitat.				
		Term of Contract:	08/26/2015 – 12/31/2015	Contract # 16993		
22	702	DEPARTMENT OF WILDLIFE	LIQUIVISION TECHNOLOGY, INC.	FEDERAL	\$24,999	
	Contract Description:	This is a new contract to provide services for cleaning, inspection and maintenance as needed to maintain fish hatchery and Wildlife Management Area's domestic facilities water supply.				
		Term of Contract:	09/09/2015 – 09/30/2019	Contract # 17043		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – STATE PARKS	DUBE GROUP, INC., DBA - DUBE GROUP ARCHITECTURE	FEES: USER FEE OVERAGE	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which provides professional engineering and architectural services for the Red House Stabilization Project for Spooner Lake Backcountry. This amendment extends the termination date from September 30, 2015 to December 31, 2015 and increases the maximum amount from \$10,500 to \$20,500 due to a revised construction methodology identified by the project team.				
		Term of Contract:	05/11/2015 – 12/31/2015	Contract # 16672		
24	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 51% FEDERAL 49%	\$20,000	
	Contract Description:	This is the first amendment to the original Joint Funding Agreement, which provides an ongoing operation and maintenance of a stream flow network of 22 gages and 1 reservoir gage, groundwater level data collection, data entry and review and publication of the data to the internet and as an annual publication. This amendment increases the maximum amount from \$775,076 to 795,076 to allow the U.S. Geological Survey to fund the one-time collection of additional stream flow measurements on un-gaged streams to assess the vulnerability of water resources in the western United States to climate change.				
		Term of Contract:	07/01/2015 – 06/30/2017	Contract # 16644		
25	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – FORESTRY	GUIDANCE GROUP, INC.	FEDERAL	\$28,000	
	Contract Description:	This is a new contract to provide planning and coordination for the 2015 Cohesive Strategy Summit to be held in the fall of 2015. The summit will be facilitated to identify short-term and long-term tangible activities in implementing the Cohesive Strategy for Nevada.				
		Term of Contract:	09/03/2015 – 10/31/2015	Contract # 17040		
26	901	DEPARTMENT EMPLOYMENT, TRAINING AND REHABILITATION	KELLY J. MIER, DBA KELLY J MIER ARCHITECTURE	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$12,750	
	Contract Description:	This is a new contract to provide architectural, engineering and project management expertise for a major remodel/rehabilitation of the food court at the Nevada Department of Transportation building in Carson City and the upcoming remodel/rehabilitation of the food court in the Washoe County Administration Building in Reno.				
		Term of Contract:	09/12/2015 – 06/30/2017	Contract # 17002		
27	901	DEPARTMENT EMPLOYMENT, TRAINING AND REHABILITATION	BOARD OF REGENTS TRUCKEE MEADOWS COMMUNITY COLLEGE (TMCC)	GENERAL 21.3% FEDERAL 78.7%	\$18,480	
	Contract Description:	This is a new interlocal agreement to provide site specific classroom training, operated by TMCC in Reno. TMCC will work with eligible clients who require additional training and support to fulfill their interest of a career in a distribution center environment.				
		Term of Contract:	09/12/2015 – 06/30/2016	Contract # 17023		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28	902	DEPARTMENT EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY	SUBURBAN ELEVATOR OF NEVADA	FEDERAL: 69% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% GENERAL: 1.9%	\$9,720	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing maintenance and monitoring service for the elevators located at 3405 Maryland Parkway and 2800 East Saint Louis Avenue in Las Vegas, Nevada. This amendment extends the termination date from October 31, 2015 to October 31, 2017 and increases the maximum amount from \$9,720 to \$19,440 due to the continued need for these services.				
	Term of Contract:	11/01/2013 – 10/31/2017	Contract # 14728			
29	902	DEPARTMENT EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY	COMPLETE ELECTRIC, LLC	FEDERAL: 69% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% GENERAL: 1.9%	\$24,500	
	Contract Description:	This is a new contract which continues ongoing electrical installation and maintenance service for the facilities located in Reno, Sparks, Carson City and Fallon.				
	Term of Contract:	09/01/2015 – 08/31/2017	Contract # 16955			

DETAILED AGENDA

October 13, 2015

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 8, 2015 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former University of Nevada School of Medicine Associate Professor of Family Medicine to provide Medical Director Services. **This item relates to Contract #10 under agenda item 13.**

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Health and Human Services – Aging and Disability Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former employee to provide Board Certified Behavior Analysis services to families and children in Elko, Nevada.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority for contracts with seven individuals from May 2015 through September 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with a former Assistant Resident Engineer from NDOT. NDOT has an existing contract with Diversified Consulting Services who is proposing to use the employee on the NDOT project.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

Pursuant to NRS 433.354, the Department of Health and Human Services is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers of:

A. Aging and Disability Services

- Autism Treatment Assistance Program – (revised)
- Nevada Early Intervention Services – (revised)

B. Child and Family Services

- Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in Southern Nevada
- Dental Services for the Summit View Correctional Center

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2015 3RD QUARTER REPORT AND FISCAL YEAR 2015 4TH QUARTER RECOMMENDATION**

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

The 3rd quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$9,266,310.19 with \$3,380,254.82 paid out of the Victims of Crime Program account and \$5,886,055.37 resolved through vendor fee adjustments and cost containment policies. The program anticipates future reserves at \$8.3 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 4th quarter of FY 2015.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***6. FOR POSSIBLE ACTION – APPROVAL OF LAND EXCHANGE**

Pursuant to NRS 323.100, the State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests in land.

A. Department of Wildlife and the Scott Family

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Wildlife (NDOW) and Nevada citizens the Scott Family. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The state and the Scott Family are sharing equally in the costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Washoe County. NDOW had concurred with the exchange and has no objections to the terms of the agreement. **This item is contingent upon IFC approval.**

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***7. FOR POSSIBLE ACTION – APPROVAL OF LAND LEASE**

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

Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval to enter into a lease with the Board of Regents – College of Southern Nevada for occupancy and use of state owned property for childcare facility purposes. **This item is contingent upon IFC approval.**

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***8. FOR POSSIBLE ACTION – REQUEST FOR ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY ACCOUNT**

A. Treasurer’s Office - \$128,555

Pursuant to NRS 353.268, the Treasurer’s Office requests an allocation of \$128,555 from the Interim Finance Committee Contingency Account to fund three temporary contracted employees and the Education Savings Account (ESA) enrollment program contact with BenefitWallet for the ESA Program created by SB302 during the 2015 Legislative Session. **This item is contingent upon IFC approval.**

Clerk’s Recommendation: I recommend approval.

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

Comments:

***9. FOR POSSIBLE ACTION – APPROVAL OF A CASH SETTLEMENT**

A. Department of Transportation (NDOT) – Administration – \$13,500

The Department requests settlement approval in the total amount of \$13,500 to fully resolve an appeal from an Award of Attorney Fees in an Inverse Condemnation Action, claiming that the planning of the I-15 South Design-Build Project (“Project NEON”) has caused various injuries. The proposed settlement provides for \$13,500 to be paid to NDOT by Ad America for partial payment of NDOT’s attorney fees and costs awarded.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Transportation (NDOT) – Administration – \$800.00

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

The Department requests settlement approval in the total amount of \$800 to resolve an eminent domain action due to acquiring commercial real property, 315 square feet of land lying in the City of Reno, owned and occupied by Mr. Bruce B. Miller. Mr. Miller indicated that some landscaping improvements in his backyard would be removed due to the project.

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***10. FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT OF BREACH OF CONTRACT**

A. Department of Education – \$1,299,021

The Department requests settlement approval to accept goods and services from Measured Progress, Inc. in the total amount of \$1,299,021 to fully resolve a contract breach regarding the delivery of Nevada’s 2014-15 Criterion Referenced Test of which the majority of Nevada’s students were unable to successfully complete.

The settlement agreement requires Measured Progress, Inc. to reduce its fees by \$789,021 to \$1,867,328 and provide to Nevada a Science, Technology, Engineering, and Math Gauge tool to help teachers integrate assessment items into instruction in middle school valued at approximately \$510,000.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***11. FOR POSSIBLE ACTION – TORT CLAIMS**

**A. Estate of R. Robinson, B. Robinson, and G. Gillock and Associates –
TC 17303
Amount of Claim - \$400,000**

Clerk’s Recommendation: I recommend approval.

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

Comments:

**B. Dan Winder – TC 17312
Amount of Claim - \$195,000**

Clerk’s Recommendation: I recommend approval.

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

Comments:

**C. Lambda Legal Defense and Education Fund – TC 17304
Amount of Claim - \$615,037**

Clerk’s Recommendation: I recommend approval.

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

Comments:

**D. City and County of San Francisco – TC 17311
Amount of Claim - \$400,000**

Clerk's Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***12. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

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

Clerk's Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***13. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Thirty-one independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

Three independent contract were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

15. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM

Pursuant to NRS 333.700 subsection 7 (a), 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 August 20, 2015 through September 14, 2015.

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

Comments:

16. INFORMATION ITEMS

A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The division has been requested to provide the Board of Examiner’s with an annual report on Provider Agreements that summarizes the amount expended for the previous state fiscal year. This report is for the fiscal year ending June 30, 2015.

Comments:

B. Fiscal Year 2015 Overtime Report

Comments:

17. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

Comments:

***18. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

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
Capitolpolice-lasvegas@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 Wells at (775) 684-0222 or you can email us at budget@finance.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.

MINUTES

MEETING OF THE BOARD OF EXAMINERS

September 8, 2015

The Board of Examiners met on September 8, 2015, in the 2nd floor Chambers of the Laxalt Building, 401 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Adam Paul Laxalt
James R. Wells, Clerk

Others Present:

Julie Kotchevar, Department of Health and Human Services, Aging and Disability Services
Nick Trutanich, Attorney General's Office
Kimberly Graunke, Department of Employment, Training and Rehabilitation
Dennis Osborn, Department of Public Safety, Highway Patrol
Rudy Malfabon, Department of Transportation
Dennis Gallagher, Attorney General's Office
Joe Vadala, Attorney General's Office
Claudia Vecchio, Department of Tourism and Cultural Affairs
Brian Mitchell, Governor's Office of Science and Innovation
Kat Miller, Department of Veteran's Services
Gus Nunez, Department of Administration, Public Works Board
Steve Canavero, Department of Education
Jennifer Frischmann, Department of Health and Human Services, Health Care, Financing & Policy
Cheryl Tyler, Office of the Military
Karlene Johnson, Department of Employment, Training and Rehabilitation

1. PUBLIC COMMENTS

Comments:

Governor: So, ladies and gentleman, I will call this Board of Examiners Meeting to order. The Secretary of State is unable to attend, so we'll proceed with Agenda Item No. 1, Public Comment. Is there any member of the public in Carson City that would like to provide public comment to the Board?

Carson City: There is none in Carson City, Governor.

Governor: Anyone present in Las Vegas that would like to provide public comment? No one here either.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 7, 2015 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General **Seconded By:** Governor **Vote:** 2-0

*3. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 11, 2015 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General **Seconded By:** Governor **Vote:** 2-0

Comments:

Governor: I will go next to Agenda Items No. 2 and 3, which are the approval of the July 7, 2015 Board of Examiners' Meeting Minutes, as well as the August 11, 2015 Board of Examiners' Meeting Minutes. I would like to compliment whoever is responsible for this version of the minutes. They're much improved. So, I appreciate that. I do have a couple of slight changes on the July 7, 2015 minutes. At Page 14, in the ninth paragraph, there is a 'why' and that should say 'while'. And then in the August 11, 2015 minutes at Page 7, if we would just at the bottom of the page where I say, 'is there somebody here from the Controller's Office, morning'. If you would insert a 'good' before the morning. Other than that, I have no changes. Mr. Attorney General?

Attorney General: I have no changes. I move to approve both sets of minutes.

Governor: The Attorney General has moved for approval of the Meeting Minutes described in Agenda Items 2 and 3, I second the motion. Any questions or discussion? All in favor say aye. [ayes around] That motion passes 2-0.

***4. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a current University of Nevada, Reno part-time licensed Psychologist to provide evaluations and diagnosis of children suspected of having Autism Spectrum Disorder.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We'll move to Agenda Item No. 4, which is Authorization to Contract with a Current and/or Former Employee. We'll begin with 4A, Department of Health and Human Services, Aging and Disability Services. Mr. Wells.

Clerk: Thank you Governor. Pursuant to NRS 333.705, the Department of Health and Human Services, Division on Aging and Disability Services is requesting authority to contract with a current part-time faculty member at the University of Nevada, Reno, to administer autism evaluations and diagnoses on behalf of the Nevada Early Intervention Services Program. The professor is a licensed psychologist who specializes in neuropsychological assessments of children and adolescents and fills a critical need position for the Division. The contractor will be reimbursed at a rate that has already been approved in the Provider Agreement for Aging and Disability Services, as evaluations are needed and the requested dates of service for this contract are for the current biennium. There are representatives from Aging and Disabilities Services here to answer any questions.

Governor: I have no questions with regard to the contract. As you know, we significantly enhanced the funding for autism treatment and my general question is, if we approve this, is there still going to be a need for even more providers in this area?

Julie Kotchevar: Good morning, this is Julie Kotchevar for Aging and Disabilities Services. This is the first step; this is to get children diagnosed that can't receive services until they have an active diagnosis. So, we try to get them as young as possible, so it will increase the need for services. So, yes we will need more providers, but this is specifically tied to diagnosis.

Governor: Is there still a waiting list?

Julie Kotchevar: At Early Intervention, we do not have a waiting list; for ATAP, for our autism program, we do have a wait list of about 500 or so children.

Governor: And then, when will we start to catch up with that? I think we have with combined federal and state enhancement, about \$70 million.

Julie Kotchevar: Yes, I'm not expecting actually that the wait list will be eliminated even with children served through Medicaid and ATAP because there are 6,000 children diagnosed with autism in the State. With that combined money, I think we estimated in the budget, I don't have the number in front of me, but I believe it was about, close to 1,400 children that would be able to be served. So, that would still leave a significant number of kids who won't have services.

Governor: All right. Thank you very much. Mr. Attorney General, any questions?

Attorney General: No questions.

Governor: That's all I have, thank you.

B. Attorney General's Office

Pursuant to NRS 333.705, subsection 1, the Attorney General's Office seeks approval to contract with a former employee, for the term of September 8, 2015 until September 7, 2017 to provide consulting services for the Attorney General's Office efforts to block the proposed high-level nuclear waste repository at Yucca Mountain. ***This item relates to Contract #2 under agenda item 10.**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Let's move to Agenda Item 4B. That is for the Attorney General's Office and Marta Adams.

Clerk: Thank you Governor. Pursuant to NRS 333.705, the Office of the Attorney General is requesting authority to contract with a retired Chief Deputy Attorney General to provide specialized legal and consulting services for matters relating to the Yucca Mountain Nuclear Waste Repository and the Agency for Nuclear Projects and to transfer knowledge to existing staff within the Office of the Attorney General. The former employee has unique knowledge and expertise relating to nuclear waste matters due to her long-term representation of the State in these matters. The contractor will be reimbursed at a rate of \$200.00 per hour and the requested dates of service are from today through September 7, 2017. This also relates to Contract No. 2 in Agenda Item No. 10. There are representatives from the Attorney General's Office and the Agency for Nuclear Projects in the audience to answer any questions.

Governor: Again, I have no questions. I just want to compliment Marta. I had an opportunity to work with her when I was the Attorney General and she does a fantastic job. I'm really pleased to see that she's going to stay in this effort to block the Yucca Mountain Project. She

really brings a lot of experience and expertise to bear with regard to this. You touched on it and perhaps someone from the AG's Office could provide a brief background, but are we indeed training a Deputy to be able to continue on with this?

Nick Trutanich: Good morning Governor Sandoval, good morning AG Laxalt. Currently the Attorney General's Office, the Nuclear Projects Agency and outside counsel work as a collective team in the fight against the repository at Yucca Mountain. With respect to your question about the AG's Office, there's a Chief in the Government and Natural Resources Division who has been in the Office for approximately 26 years, Wayne Howell, who will be taking over the supervisory responsibility with respect to Yucca Mountain. Additionally, there is a DAG, Belinda Suwe, who has been at the office for four years or so, who Marta, pursuant to this contract, will be mentoring and training to make sure that the fight against Yucca Mountain Repository continues.

Governor: Thank you Mr. Trutanich. Mr. Attorney General, any questions?

Attorney General: Yes, just one. Mr. Trutanich, if you don't mind just clearing up that this money is coming from already allocated Yucca Mountain money?

Nick Trutanich: That's correct Mr. Attorney General. Pursuant to the Governor's recommended budget, as approved by the Legislature, there was \$2.5 million allocated to the fight against the Yucca Mountain Repository. That would go to any litigation, as well as, the retention of experts for nuclear projects in this fight. Although \$2.5 million was allocated, that does not necessarily mean that the Attorney General's Office or the Agency for Nuclear Projects would spend all of that \$2.5 million. That amount of money allocated was allocated for a worst-case scenario. If funding from Washington DC to continue placement of the repository in Yucca Mountain continued, then we'd have to ramp up litigation and expert retention for that fight. But this is a \$300K contract that would come from that fund.

Attorney General: Thank you very much.

Governor: Thank you. And, Mr. Trutanich, you bring up another question because I know there are two budgets. There's one within the Office of the Attorney General and there's one within Nuclear Projects. This contract would come from the Attorney General's budget, would it not?

Nick Trutanich: That's correct Governor. The \$2.5 million was allocated out of general fund dollars to the Attorney General's budget for spending over the next biennium. Again, the Attorney General's Office does not anticipate spending the entire \$2.5 million unless it's required to do so to continue the fight. And that depends largely upon what happens in Washington DC.

Governor: Oh, I understand that. As an aside, and I was going to mention it under the contractual piece of this matter, but as I said, we're really blessed because Marta has years and years of experience and the fact that she's only charging \$200 an hour, for her services, that

really shows that she's a true public servant and very committed to this fight. I just want to personally thank her for that.

Nick Trutanich: Thank you Governor. Marta is off camera, just to my left and I would like to reiterate your comments. Marta Adams did not have to, in her retirement, give back time to the State in order to continue this fight but has chosen to do so and the AG's Office, as well as the entire State, thanks her for not only her service to the State in her capacity at the AG's Office, but afterwards in her retirement.

Governor: Thank you very much. Thank you, Marta.

C. Department of Employment, Training and Rehabilitation – Bureau of Disability Adjudication

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation, Bureau of Disability Adjudication requests authority to contract with a former Bureau of Disability Adjudication Senior Physician to continue work on Neurology specialty cases part-time, up to 25 hours per week.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Let's move to Agenda Item 4C which is DETR and the Bureau of Disability Adjudication.

Clerk: Thank you Governor. Agenda Item 4C is a request from the Bureau of Disability Adjudication for authority to contract with a former senior physician to provide neurological consultations to evaluate claims for Social Security Administration Disability Benefits and other complex medical cases, as well as to provide training to existing staff on Social Security Administration Policy and Regulations. The doctor specializes in neurology which is a difficult to recruit position. He will be reimbursed at a rate of \$81.10 per hour through a temporary services agency for approximately 25 hours a week with no defined timeframe. And, there should be representatives from the Bureau of Disability Adjudication to answer any questions.

Governor: I have one which is, if there's no defined timeframe, is there ever going to be a moment within which we will have State employees performing this service or will it be indefinite with regards to this contract?

Kimberly Graunke: Kimberly Graunke, I'm the Bureau Chief with the Bureau of Disability Adjudication and currently we are under a hiring restriction with our funding from Social Security Administration for hiring state employees into this capacity. So, that is one of the driving factors for trying to continue contracting with separate medical doctors, in particular, Dr. Dhaliwal. He has a particular specialty that we find extremely hard to recruit. We are currently

sending out cases to another regional office in California for cases that are related to neurology in order to get those case decisions made.

Governor: No, and I appreciate you bringing that up because you reminded me of that issue with the Social Security Administration. Can you go into a little more depth with regard to that failure to fund?

Kimberly Graunke: Sure. Currently our budget is 100% federally funded by the Social Security Administration for medical determinations that we provide for the Nevada constituents in our State for disability. Our funding is based on Congressional decisions based on the federal budget. We most recently were told last week that we should be expecting to enter into a budget year, from the federal perspective, with a hiring freeze attached to that. Meaning, we will be given, the Bureau of Disability, no authorization to hire any positions within the Bureau that would be funded by the Social Security Administration at this point. So, that puts a constraint on us in order to recruit medical staff.

Now, the caveat to that is, we have funds available to contract with staff. They don't restrict those fundings the same as they do with hiring authority for an actual FTE. So, in this particular case, we can seek other doctors, which we are currently doing, through MHM, through the good of the state contract—any and all doctors who are willing to contract with the Bureau. Dr. Dhaliwal has indicated that he would come back. He's a full time employee with the Veterans Administration, and so that precludes him from maintaining employment with us because he can't carry two full time jobs, as a federal employee and a State employee as well. So, those are some of the constraints that we face currently with the Congressional position on budgets and so on.

Governor: So, obviously that's out of our control, but given this process, there shouldn't be an interruption in services?

Kimberly Graunke: That's correct. We have the ability to contract with, you know, I could bring on an additional 20 doctors as a contractor, if I can find them. That's the problem, I can't find them. So, we do have MHM Services actively recruiting for us and we're using even word of mouth from existing doctors, as they retire, to send colleagues to us, anybody who is willing to work a few hours a week that we can utilize. So, that's the biggest constraint, is availability of doctors.

Governor: Okay. Well, the Director's here and we can have a conversation offline in terms of whatever effort we can make in order to recruit those positions, but again, I appreciate you're doing the best you can given the circumstances that you're in.

Kimberly Graunke: Thank you.

Governor: Mr. Attorney General, any questions?

Attorney General: No questions, thank you.

Governor: All right. If there are no further questions, the Chair will accept a motion to approve the authorizations to contract with former employees as described in Agenda Item 4A, B and C.

Attorney General: I move to approve.

Governor: The Attorney General has moved for approval. I second the motion. Any questions or discussion? All in favor say aye. [ayes around] That motion passes 2-0.

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2015 4TH QUARTER REPORT AND FISCAL YEAR 2016 1ST QUARTER RECOMMENDATION**

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

The 4th Quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$11,732,359.72 with \$4,236,354.80 paid out of the Victims of Crime Program account and \$7,496,004.92 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.7 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 1st quarter of FY 2016.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on to Agenda Item No. 5, which is Victims of Crime Report. Mr. Wells.

Clerk: Thank you Governor. Pursuant to NRS 217.260, the Board of Examiners is required to estimate the available revenue and the anticipated claim costs for the State Victims of Crime Program. This item includes a report on the claims paid for the fourth quarter of Fiscal Year 2015 and a recommendation to pay Priority 1, 2 and 3 Claims at 100% for the first quarter of FY 2016. There should be a representative from the Victims of Crime Program in Las Vegas.

Governor: My comment would be, it looks like we're doing pretty well and we're paying more claims than we have historically and we still have a sufficient reserve, is that accurate? We don't have anybody here, Mr. Wells, but based on my review of the report, that was my impression.

Clerk: Thank you Governor. Again, there should've been somebody there. I will follow-up with that. Yes, my understanding is that there is sufficient reserves to continue paying these claims at 100% and they will be monitoring the federal grant as we go forward to ensure that program remains solid.

Governor: My only comment would be, given our last agenda item and the reduction in federal funds, we just have to be aware that perhaps, in the future this money may not come and we need to have this money that we already have in reserve go as far as it possibly can. I guess that is an action item, Mr. Wells, so the Chair will accept a motion to approve the Victims of Crime Fiscal Year 2015 Fourth Quarter Report and Fiscal Year 2016 First Quarter Recommendation.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, I second the motion. Any questions or discussions? All in favor say aye. [ayes around] That motion passes 2-0.

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Environmental Protection – Bureau of Air Pollution Control	2	\$62,328
Department of Conservation and Natural Resources – Environmental Protection – Bureau of Water Pollution Control	1	\$36,073
Department of Conservation and Natural Resources – Environmental Protection – Bureau of Mining Reclamation and Regulation	1	\$31,674
Department of Conservation and Natural Resources – State Parks	2	\$64,250
Department of Public Safety – Emergency Management	1	\$27,276
Department of Public Safety – Highway Patrol	156	\$7,679,026
Total	163	\$7,900,627

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on to Agenda Item No. 6, State Vehicle Purchase.

Clerk: Thank you Governor. There are six requests for 163 vehicles which are all included in Agency budgets for FY 2016. The first four items are for the Department of Conservation and Natural Resources to purchase replacement vehicles for four of their Divisions. The last two are for the Department of Public Safety to purchase one vehicle as a replacement vehicle for the Division of Emergency Management and the biggest item is for the Department of Public Safety to purchase 156 vehicles to replace their existing Highway Patrol vehicles which have met the requirements for replacement. There are representatives from DPS to address any questions the Board may have.

Governor: Thank you Mr. Wells. I don't really have any questions, but my understanding is Director Wright is present, if he could lay a record with regard to the DPS request.

Chief Osborn: Good morning Mr. Governor and Mr. Attorney General. Dennis Osborn, Chief of the Nevada Highway Patrol, for the record. Director Wright had a conflicting meeting. The 156 vehicles for the Nevada Highway Patrol are for 82 Chargers, sedans, 41 utility vehicles, the Ford PIU and for 33 F-150 pick-ups.

Governor: And, will those be dispersed throughout the State?

Chief Osborn: Yes, Mr. Governor, they're going to be dispersed throughout the State based on mileage out vehicles with our mileage rates.

Governor: And, what happens to the vehicles that are going out of service?

Chief Osborn: They go through State purchasing and they are sold there and then the money they're sold for goes back into the Highway Fund.

Governor: And, is there a priority—I'm completely supportive of this—in terms of where these vehicles go, so the Chargers mostly go to Southern Nevada. The all-wheel drive vehicles mostly in Northern Nevada?

Chief Osborn: With the amount of Chargers that we had to purchase this last legislative session, or you know, that we requested to meet our budget, I can't say, Mr. Governor, that they're all going to go to Southern Nevada, that's certainly where we will try to place them all, but some will end up in other parts of the State; just due to the sheer volume of, the number of sedans that we had to purchase.

Governor: And, do you rotate some of those vehicles within the inventory, so some will be new and some of the lower mileage units will move to other parts of the State?

Chief Osborn: Absolutely Mr. Governor. We try to keep a very close eye on the mileage rates. So, if we have an officer in one part of the State that maybe isn't putting a lot of miles on the vehicle, we will do a rotation to a part of the State where they get more mileage to keep a very good eye on that rotation.

Governor: All right. Thank you Chief Osborn. Mr. Attorney General, any questions?

Attorney General: No questions, thank you Chief.

Chief Osborn: Thank you.

Governor: Any further questions with regard to Agenda Item No. 6?

Attorney General: No questions.

Governor: The Chair will accept a motion to approve the state vehicle purchases described in Agenda Item No. 6.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, I second the motion. Any questions or discussions?

Attorney General: No questions.

Governor: All in favor say aye. [ayes around] That motion passes 2-0.

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

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation (NDOT) – Administration – \$1,600

The department requests settlement approval in the total amount of \$1,600 to fully resolve an eminent domain action to acquire a temporary easement over property owned by Connie L. Hackler, et al located at 4069 Snowshoe Lane, Reno, Washoe County, Nevada 89502. The Subject Property is a single family home on an improved 2,400 sq. ft. lot. The acquisition is approximately 150 square feet over a portion of the back yard for duration of two years, with a third year option. NDOT previously deposited \$2,400 with the Court as the initial filing of this condemnation matter. NDOT now requests an additional \$1,600 to resolve the action. Approval of the additional amount of \$1,600 would bring the total to \$4,000.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on to Agenda Item No. 7, Approval to Pay a Cash Settlement, Mr. Wells.

Clerk: Thank you Governor. The first two requests are for cash settlements from the Department of Transportation. The first one is for \$1,600 to resolve an eminent domain action in Reno. The second one is for a request of \$785,000 to resolve an eminent domain action for Project NEON in Las Vegas and Director Malfabon and Mr. Gallagher are in the audience to answer any questions that you may have.

Governor: Good morning gentlemen.

Director Malfabon: Good morning Governor, Mr. Attorney General.

Attorney General: Good morning.

Director Malfabon: Rudy Malfabon for the record.

Dennis Gallagher: Dennis Gallagher from the Attorney General's Office.

Governor: Will you take us, Director Malfabon, just through the basics of this settlement?

Director Malfabon: Yes Governor. The first settlement has to do with a project that is being administered by the RTC of Washoe County for widening Southeast McCarran and as part of the project we have to install or they are installing on our behalf some improvements to a state highway, which includes a sound wall. We required a temporary easement from several of the homeowners along Southeast McCarran. There was a disagreement related to the amount or the valuation for the temporary easement. We were able to meet the amount of the settlement, Governor, it is a small amount, but we wanted to make the point that we treat all property owners fairly in the process and use the same valuation process for the value of the temporary easements. So, it is a small amount to bring to this Board for your approval, but it was part of the process, that we treated all property owners fairly. I am willing to answer any questions related to this project or the settlement that we're requesting.

Governor: I have no questions on this Agenda Item, only that I wish that they were all in this amount.

B. Department of Transportation (NDOT) – Administration – \$785,000

The department requests settlement approval in the total amount of \$785,000 to fully resolve an eminent domain action to acquire two parcels of real property owned by MLK-Alta LLC, located on the northeast corner of Martin Luther King Boulevard and Alta Drive in Las Vegas for Project NEON. The subject property was purchased by MLK-Alta in 2010 and they had begun a renovation project prior to being notified in 2011 that the property would be required for Project NEON. NDOT previously deposited \$1,900,000 with the Court for a right of occupancy. NDOT now requests an additional \$785,000 to resolve the action. Approval of the additional amount of \$785,000 would bring the total to \$2,685,000.

Clerk's Recommendation: I recommend approval.

Comments:

Governor: Let's move to 7B.

Director Malfabon: A much larger amount on 7B. This is associated with our large Project NEON. As you're aware Governor, this project will have a recommendation to the Transportation Board in October for a significant project in Las Vegas. In this case, we actually took this matter to trial and in the midst of that trial we were able to reach a settlement as the jury was in fact deliberating the issues. So, we're pleased that we were able to address the legal exposure of about \$5 million associated with this case. It was a significant amount that we were able to mitigate through this settlement. We're asking for an additional \$785,000 to resolve this settlement.

Governor: Thank you Mr. Malfabon. Mr. Gallagher, what was the plaintiff's demand or the demand in that case, the land owner's demand?

Dennis Gallagher: For the record, Dennis Gallagher, Attorney General's Office. The State's exposure was over \$5 million total, Governor, in this matter and I saw earlier on the screen Senior Deputy Joe Vadala in Las Vegas, I don't know if he's still there. Joe was one of the two Deputies that took this matter to trial and I'd like to recognize him for his effort. Anybody who has ever done trial work knows how grueling it can be and this matter, I believe settled on the ninth day of a two week scheduled trial.

Governor: Mr. Vadala, if you could come up.

Joe Vadala: Thank you Governor, Mr. Attorney General.

Governor: First of all, well done. It's always a relief to be able to resolve a case, particularly when the exposure is what it was. My only other question is, did you have an opportunity to poll the jurors at all after the settlement to see where they were.

Joe Vadala: We did Your Honor. It was a very unique experience. We went back in the jury room with the Judge, opposing counsel and representative from the Department and we did, we polled them and we learned some enlightening things.

Governor: Was it a good settlement or a bad settlement?

Joe Vadala: It was a good settlement for the State.

Governor: So, the other side was kind of kicking themselves perhaps?

Joe Vadala: At the end of the day, I think the jury probably would've come in at a number close to where we settled at.

Governor: And again, well done. It's always, I believe, beneficial to get certainty and to mitigate any exposure that the State can have, particularly with regards to these matters because between the award and then the attorney's fees, interest and all of that, it really adds up fast.

Joe Vadala: And, you mentioned attorney's fees, Governor, this was a case that was originally assigned to outside counsel, but the Attorney General's Office took it back in and we took it to trial ourselves.

Governor: You ready to go to trial again then?

Joe Vadala: Absolutely.

Governor: All right. Mr. Attorney General, any questions?

Attorney General: No, I just want to thank you again for all the great work on this case and good job and we'll keep doing more.

Joe Vadala: Thank you, but I will have to recognize that Ruth Miller tried the case—we tried it together, unfortunately she'll be leaving the office, but any recognition has to go to her as well.

Governor: Well, please pass it on to her because through the years she's done an extraordinary job for the State.

Joe Vadala: Thanks.

Governor: Thanks Mr. Vadala. Any further questions with regards to Agenda Item 7B?

Attorney General: No further questions.

C. Department of Tourism and Cultural Affairs – \$52,067.37

The department requests settlement approval in the total amount of \$52,067.37 to fully resolve the closure of the Nevada Commission on Tourism (NCOT), China Representative Office.

The department contracted with NCOT China LTD/Hongxia (Karen) Chen. The contract expired on June 30, 2015 and was not renewed for various reasons. Per the Chinese labor law, Karen Chen, as the Chief Representative is required to perform closing procedures on behalf of the State of Nevada and the state is required to compensate Karen Chen for this process. The complexity of the process and the State's obligations under this process were not clear until the closing process began in early July. It appears to be in the long-term benefit of the State of Nevada to close the office.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Let's move to 7C. Thank you Mr. Gallagher, thank you Director Malfabon.

Director Malfabon: Thank you Governor, thank you Mr. Attorney General.

Dennis Gallagher: Thank you.

Clerk: Thank you Governor. Agenda Item 7C is a request for a cash settlement from the Department of Tourism and Cultural Affairs in the amount of \$52,067.37 to resolve the closure of the Commission on Tourism's China Representative Office. It is projected that the closing will take until the end of the calendar year and pursuant to Chinese Labor Law the existing contractor is required to perform the closing duties and is also entitled to severance compensation based on the years of service. The amount also includes severance compensation for certain other members of the office and Director Vecchio is in the audience to answer any questions you may have.

Governor: I'm not even going to pretend to understand or know Chinese law, I'll accept it as it's presented here in the Agenda Item. The one question I do have is that, will we—we being the State of Nevada—continue to have a presence in China with regard to tourism?

Claudia Vecchio: Good morning Governor, Attorney General, this is Claudia Vecchio, Director of the Department of Tourism and Cultural Affairs for the record. Yes, absolutely. Once we get through this process, we will have a budget allocated for our China office for this fiscal year. Once we get through this process, we will then undergo what is a more normal RFP process to find a sales and marketing representative in China. So, I would suspect that by the end of the fiscal year, we will be up and running with the new office and continue to have a strong and robust presence in China. It's an incredibly important market to us. It was just prudent for us to restructure our efforts there at this time.

Governor: And, Claudia, will there be lessons learned from this contract as we move forward with the new one?

Claudia Vecchio: This contract is so unlike any other contract, or even business environment for us. There are very definitely lessons that have been learned. I don't know that we could replicate this if we tried, but as we get into this new contract with a more typical vendor situation, we will do that in all the good, best practices that we've learned through the years with our 10 representative firms, so very different situation here, thankfully.

Governor: Thank you very much. I have no further questions. Mr. Attorney General?

Attorney General: No questions.

Governor: All right. Thank you Ms. Vecchio.

Attorney General: I move to approve all three Agenda Items.

Governor: The Attorney General has moved for approval of the cash settlements described in Agenda Item 7A, B and C. The first in the sum of \$1,600. The second \$785,000 and the third, \$52,067.37. I second the motion. Any questions or discussions?

Attorney General: No questions.

Governor: All in favor say aye. [ayes around] That motion passes 2-0.

***8. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

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

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General **Seconded By:** Governor **Vote:** 2-0

Comments:

Governor: We will move on to Agenda Item No. 8 which are Leases. Mr. Wells.

Clerk: Thank you Governor, there are two leases in Exhibit No. 1, for approval by the Board this morning. No additional information has been requested by any of the members.

Governor: I have no questions. Mr. Attorney General?

Attorney General: No questions.

Governor: Okay, the Chair will accept a motion for approval.

Attorney General: I move to approve Agenda Item No. 8.

Governor: The Attorney General has moved for approval of the leases described in Agenda Item No. 8. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

***9. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Thirty-five independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General **Seconded By:** Governor **Vote:** 2-0

Comments:

Governor: We will move to Agenda Item No. 9 which is Contracts. Mr. Wells.

Clerk: Thank you Governor. There are 35 Contracts listed in Exhibit 2 for approval by the Board this morning. Additional information has been requested on the following: Contract No. 1, between the Governor's Office of Science, Innovation and Technology and Connect Nevada, LLC. Contract No. 7, between the State Public Works Division and Van Woert Bigotti Architects. Contract No. 11, between the Public Works Division and Core Construction Services of Nevada. Contract No. 15, between the Department of Education and Emetric, LLC. Contract No. 16, between the Department of Education and ACT, Inc. Contract No. 18, between the Department of Health and Human Services Divisions of Health Care, Financing and Policy and Aging and Disability Services. Contract No. 25, between the Adjutant General and the National Guard Bureau. Contract No. 29, between the Department of Conservation and Natural Resources Division of Water Resources and the US Geological Survey. And, Contracts 32, 33, 34, between the Department of Employment, Training & Rehabilitation, Division of Employment Security and Truckee Meadows Community College, Community Chest, Inc. and Help of Southern Nevada.

Governor: All right, thank you Mr. Wells. We'll commence with Contract No. 1. Is that Mr. Mitchell?

Brian Mitchell: It is. Brian Mitchell, Director of the Office of Science, Innovation and Technology. Good morning Governor and good morning Attorney General Laxalt.

Governor: Good morning. And, Brian, first of all, I would like to say congratulations on your position. Could you walk us through what is happening as a result of this contract.

Brian Mitchell: The Office of Science, Innovation and Technology, among other things, is tasked with coordinating activities in Nevada relating to the planning, mapping and procurement of broadband service and access to broadband. High-speed broadband is critical to our efforts to educate our students, train our workforce and grow businesses in this State. The Broadband Data Improvement Act of 2008 created a grant program administered by the Department of Commerce, to provide funding for each State to collect data on broadband availability and conduct research on adoption and use.

Connect Nevada, in 2009, was named by the Governor as Nevada's designated entity for a five year contract to conduct these studies. Since that time, Connect Nevada has worked with the State on a federal grant and they culminated their service to us last year by creating the Broadband Task Force Report. Moving forward, the State wishes to continue to contract with Connect Nevada to provide the Governor's Office of Science, Innovation and Technology with an annual update to the last mile broadband availability map they created. Then, create a middle mile map so that we can better understand the current capacity for transporting broadband service out to our rural communities and help those communities achieve broadband service, among other contract deliverables. I am happy to answer any other questions.

Governor: Thank you Mr. Mitchell. And, I understand the importance of the report and I'm supportive of continuing the contract, but where are we in terms of actually completing these

efforts that have been studied over the past five years? In other words, how far along are we or what can we expect in the near future with regard to connectivity to these rural communities?

Brian Mitchell: We've made a lot of progress with identifying needs and that's what the initial contract with Connect Nevada did, was identify needs in these communities and what our capacity is. Moving forward, this office along with the expertise that will be provided by Connect Nevada, will seek to bring together public and private partners to connect our schools, our rural libraries, rural hospitals and rural clinics to the internet. This is particularly important with regard to your Nevada Ready 21 Plan, to put a device in the hands of every middle school student over the next biennium.

Governor: How does this relate to what Switch is attempting to do with regard to connectivity?

Brian Mitchell: Switch is planning to create a redundant fiber optic network along the eastern portion of the State, up Highway 93 and so it will be important for the State. The State also owns a lot of broadband infrastructure and it will be important to coordinate, given the expense of laying fiber and building out that infrastructure. So, it will be important for us to coordinate with them, with other private partners, like AT&T for example, to connect these rural schools and these rural communities. The federal government also is making available E-Rate Subsidies to states in order to connect schools and libraries to the internet. And as we can partner with both our public broadband infrastructure holders and also these private companies like Switch, we can develop a cost effective mechanism and plan to connect these communities.

Governor: Thank you Mr. Mitchell. Mr. Attorney General, any questions?

Attorney General: No questions.

Governor: Thank you very much.

Brian Mitchell: Thank you.

Governor: Let's move to No. 7, which essentially is the Veterans Home. Is Director Miller there?

Kat Miller: Good morning Sir, and Mr. Attorney General, Kat Miller, Director for the Department of Veterans Services. Mr. Gus Nunez, from State Public Works will be briefing you on this item, but I'm standing by for any questions you might have.

Governor: Okay. Well, I don't know if my question is for you Director Miller or for Mr. Nunez, but there was some confusion in the recent few weeks with regards to the status of the Veterans Home and I see this as an opportunity for you to basically state what's happening with it, and the timeliness of its construction.

Kat Miller: Thank you sir, again, for the record, Kat Miller, Director for the Department of Veterans Services. There was a recent report that talked about the delay in federal funding for

the projected new Northern Nevada Veterans Home. That report was inaccurate. The reason it was inaccurate is because federal funding has not yet been approved for the project.

I want to take a minute just to lay out where we are. The State, in the last legislative session, approved \$14.1M; that would be the State's match, one-third match. Once we approved the one-third match, we are now eligible to compete for funding from the federal government. Now, the grant for the new home had already been approved in 2006, so we were already on the priority list at #94. Once we received the state match, we shot up and in 2016, we'll be close to priority #33, after the existing projects drop off. So, that's significant. It moved us up. What we're waiting for right now is by August 17th, each state that was on the list had to submit their intention to go forward with their project and any adjustments they had in the amounts. Also any new projects that came on the list. So, right now we believe that 32 projects will be carried forward to FY 2016, for a total of about \$330M in projects.

There are three factors that will determine where we lie in prioritization and when we can start building. Those three factors are, one, how much money will Congress appropriate. They have appropriated, in the last six years, anywhere between \$90M to \$250M for new home construction, so there's a broad range. The second factor is how many projects that are on the list will be deferred or drop off? For example, in 2015, two large projects, about \$50M worth of projects dropped off. In the year prior to that, almost \$100M dropped off that project list. So, that is a second variable. The third variable is new projects that will be added and if any of them take a higher priority than us. We feel pretty good about that, since we've been on the list since 2013.

We will know some time between October and November what the 2016 Priority List will look like. So, all that said, best case, we could receive two-thirds match in 2016 from the federal government and start construction. Worst case, it could be 2018-2019. But, until we know those three variables, how much Congress appropriates, how many projects will be deferred or drop off and what the new projects will look like, we can't estimate what the federal funding will be. I hope that answers the questions, Governor?

Governor: It does. I guess the point you're making is that we've been aware of those variables, but in order to position ourselves as opposed to all these other projects, we had to approve that funding and find the site and for example, this contract, and all the architectural drawings. As a State, we have done everything that we can do that is within our control, correct?

Kat Miller: Yes sir. Had the State of Nevada not been proactive in 2006, but more importantly in 2013, to get the design done, we would've not been competitive. We would've not been where we are today. Again, moving from 94 to what I anticipate to be 33 is really significant. And so, we're right where I'd hoped we'd be and in a good position to compete for federal funding.

Governor: All right. And, Gus, I had an opportunity to go to the site there in Sparks. We're all set, assuming the funding comes, we're all set to go there, correct?

Gus Nunez: We're proceeding with completing design. This would get us a little bit further down the line. We'll be able to, under the schedule that we're on, assuming funding is available, we'll be ready to start construction around March of '16.

Governor: And, we'll be prepared to go ahead and get any associated bond funding that's required to complete the project or is the money all there?

Gus Nunez: There are bonds to support the '15 Capital Improvement Program of the State, it is being divided into two. Part of it will be available here soon and the rest will be available within a year after that. So, it's going to be divided into two. And, as projects come up we'll be dipping into those funds.

Governor: All right. I have no further questions. Mr. Attorney General—and, Director Miller, go ahead.

Kat Miller: Yeah, I'm sorry Governor. I wanted to add one thing. Last week we got a final bit of good news. As you know, we had to submit all of our documentation by mid-August. We did receive verification from the VA that we are eligible for the maximum allowable amount for the grant which is \$33,507,012.11. So, they took a look at our designs, our drawings to date and said we are eligible for the maximum amount of the grant.

Governor: So, in other words, we have the—for lack of a better term, the Good Housekeeping Seal of Approval to move forward?

Kat Miller: We have the US Department of Veterans Affairs Seal of Approval to move forward, sir, I don't know if that's equivalent to Good Housekeeping, but, we are postured, we are ready. Now we are waiting for those three variables. Thank you for sending that letter to our Congressional Delegation and to the VA and for the support. At this point, I hate saying, I'm hoping, but I'm crossing my fingers and hoping that the appropriation for new home construction is everything that I want it to be.

Governor: I've had an opportunity to personally discuss this with members of the Congressional Delegation and I know it's a big priority for them. So, I feel good about where we are moving forward. Any questions Mr. Attorney General?

Attorney General: No questions, thank you both.

Governor: Thank you. All right. Let's move to Contract No. 11. Mr. Nunez, that's our DMV Building, correct?

Gus Nunez: Gus Nunez for the record, that's correct Governor.

Governor: So, will you take us through this process and what this approximately \$18M covers.

Gus Nunez: Yes, this will be the construction of the replacement of the existing DMV on East Sahara, the \$17,897,000, puts us right within budget of what was appropriated in the '15 CIP. The groundbreaking ceremony is scheduled for September 17th. I hope to see you there Governor. And substantial completion for the project is scheduled for May of 2017. At that point, the old DMV will be demoed and the totality of this project will be completed.

Governor: I know this is something that's been waiting for quite some time and it will allow for a great improvement in service in Southern Nevada?

Gus Nunez: Absolutely. What we've been told by DMV is that this is their busiest DMV in Southern Nevada. It serves quite a population with quite a bit of diversity that comes into that facility. In languages and that sort of thing, so it's a much needed facility. The old building has definitely outlived—it has provided great service, but it's at the end of its useful life.

Governor: Is Director Dillard there?

Gus Nunez: I'm sorry, I don't see him here.

Governor: All right. I have no further questions, Mr. Attorney General?

Attorney General: No further questions.

Governor: Thank you Gus.

Gus Nunez: Thank you Governor.

Governor: Let's move to Contracts 15 and 16. Is that you Dr. Canavero?

Dr. Canavero: It is Governor.

Governor: And I owe you apology. I mispronounced your name at the last meeting and I apologize for that.

Dr. Canavero: Thank you sir, yes, it's Canavero.

Governor: All right. If you would, take us through Contracts 15 and 16 please.

Dr. Canavero: Certainly. Governor Sandoval, Attorney General Laxalt and Staff, Steve Canavero, Interim Superintendent, Nevada Department of Education. The first contract is with Emetric. The last Board of Examiners meeting you heard and subsequently approved our sort of large scale assessment contract with the Data Recognition Corporation, DRC. And, if that contract was about the development, delivery and maintenance of our State Assessment System, this particular contract with Emetric is about sort of the public—part of it is about the public interface and sort of reporting. So, we get all the results back from our assessments and Emetric is a company that we've been contracting with for some time.

Really, just to kind of highlight a few of the features that are in that enhanced scope of work here before you. One of those is the production of the Nevada School Performance Framework. So, as parents or educators or policymakers or stakeholders go to our Nevada Report Card website, they go to the Nevada School Performance Framework and that is what yields our star ratings. So, as families see the star rating for a school, the Emetric company sort of provides that sort of framework or that backbone, the algorithms, etc., that publish that.

An additional, noteworthy component of the scope of work worth calling out is the development of our Alternative School Performance Framework. So, during the Legislative Session, the Legislature recognized an issue that we at the Department of Ed also recognize and that is, 'how do we fairly and uniformly and accurately assess our campuses which serve alternative populations.' So, adjudicated youth, for example, or credit recovery programs are very, very valuable. They serve an incredibly valuable function to our State and to our State's children, but are left outside of our school performance framework because either there are not enough students or they're not there long enough to yield a star rating.

So, in addition to its standard scope of work, we have increased the scope for Emetric to address that particular challenge for the State. So, happy to answer any questions that you have sir, at this time.

Governor: I have none on Emetric, that was very thorough, thank you. If you'd proceed with ACT, Inc.

Dr. Canavero: Certainly. The State's contract with ACT. In 2013, the Legislature really reviewed and made significant changes to the high school section of our assessment program. We went from the High School Proficiency Exam to the End of Course Exams. Then they also instituted, for the first time, a Career and College Readiness Test. The Career and College Readiness Test was not named by the Legislature, but the State Board was empowered to select the Career and College Readiness Test. They did so and after listening to a number of proposals, issuing an RFP, they selected the ACT. As we all are fairly familiar with the ACT and it's sort of the competitor with SAT in college and career readiness sort of indicators for high school students.

One of the primary considerations when the State Board selected the ACT was that students across the State have some currency at the end of the assessment. So, one of the driving, really discriminating factors in why they selected the ACT was to ensure that when the students left the assessment they received the score report, it actually had some currency, it meant something. They could subsequently apply to college with it, they could go to the workforce and say, employers, here are my ACT scores.

So, the first administration of the ACT is done. This contract takes it forward. I do wish to call out the collaboration between the Department of Ed and the School Districts. In the first administration of the ACT it was actually dual payment. So, we did not have a budget that would support the statewide administration of the ACT. We were able to expend the absolute

most we could and then the difference was made up for by the school district. So, it was really, I think, a testament to the assessment and the collaboration of the State.

Going forward, however, we have in our budget to pay for the full administration of the ACT to all of our students, just like we did last year. So, Nevada joins 12 other states in administering the ACT statewide. The first administration has taught us a lot. You know, we only—there's a lot of work to be done. The State Board recognizes that work. We presented the results of the first ACT Census Test to our State Board in August. Then, just recently, last week, we had another State Board Meeting where the Nevada Association of School Superintendents met at the State Board's request to start talking about solutions to some of the sobering data that came out of this first administration. Then, going forward, how the State Board can support the Superintendents to ensure our children are ready, in the eleventh grade, to participate and then obviously in the twelfth grade and then after that, they're ready to succeed in college or a career. So, happy to answer any questions that you might have related to this particular contract.

Governor: Thank you Dr. Canavero and is it too early to tell whether this was a good decision for us to go to the ACT Test? Do we have any indications in terms of how it measured the potential student status?

Dr. Canavero: Steve Canavero. Governor, I think it's a really complex question, I can answer it fairly simply where I think the value is there in providing this. What we know from the first administration is that 8% of our students meet all four college and career readiness benchmarks. That's down from about 25% when we only administered it to about 23% of our population. So, what happened in Nevada happened in many other of those 12 states. When you open up the ACT and you provide it to 100% of your students, what they call a census base, everyone notices a drop in their scores. Nevada, based upon our eleventh grade, dropped significantly, to about a collective aggregate average of about 17.5 composite which will place us at the bottom.

So, our work is cut out for us. The reason why I say the value is there is because we now have a true measure; a nationally sort of benchmark measure of college and career readiness. We are providing this opportunity to every child in the State, regardless of family, of condition, of context; and so students who would never have otherwise considered going to college or perhaps making that decision in their eleventh grade year, now they have this opportunity and the State is investing in them by allowing them to access this test.

The conversations, and I think what subsequently occurs, will then really yield, I think, the answer to your question. I know that the Department's recommendation to the State's Board will be to reconvene the Grad Requirements Committee. The Committee of the State Board, that really has rolled up its sleeves to look at our graduation requirements and whether or not they meet the needs of students to be Nevada Ready. And, this is particularly one important data point to inform that conversation.

Governor: Thank you Dr. Canavero and are there any specific strategies that are being discussed to improve student performance on the ACT?

Dr. Canavero: Steve Canavero. Governor, yes, is the short answer. So, the District Superintendents presented to the State Board, and we would agree that there's certainly a post-ACT strategy. In other words, when many of our twelfth grade students are leaving campus after their fourth period because they've met their minimum credit requirement, but their ACT score does not demonstrate that they're ready for college or career, we could certainly institute some conditions for that twelfth grade year, which is very much consistent with the conversation that the State's been having for some time and the Higher Ed System has been having as well, for some time.

So, how do we sort of spring board students, either accelerate them if they're indicating that they're ready for college course work, or how do we remediate students to ensure that they are prepared, if they scored at a particular threshold. So, post-ACT, that conversation will happen. I think pre-ACT, in other words, how do we ensure our students are ready to be successful on the ACT in the eleventh grade, rather than trying to catch up thereafter. I think that's collectively part of the larger conversation related to the graduation requirements that we plan to have.

Governor: Thank you very much. I have no further questions. Mr. Attorney General?

Attorney General: No questions.

Governor: Thank you Dr. Canavero.

Dr. Canavero: Thank you sir.

Governor: Let's move to Contract No. 18, which is, Department of Health and Human Services, Aging and Disability.

Jennifer Frischmann: Good morning Mr. Governor, Mr. Attorney General. For the record, Jennifer Frischmann, I'm the Chief of Long-Term Support Services with Health Care, Financing and Policy. I'd be happy to answer any questions you have regarding this contract.

Governor: No, and I'm supportive of the contract, but given that it's a large amount, a little over \$16 million, will you take us through the basics with regard to what this contract accomplishes?

Jennifer Frischmann: Absolutely. So, the Division of Health Care, Financing and Policy currently administers three home and community based waivers. The waiver is for the frail/elderly individuals with intellectual disability and physically disabled. We also have the administrative functions to perform PASRR, which is Pre-Admission Screening and Resident Review.

These programs are operated by Aging and Disability Services. So, this contract allows for the federal payment to go to Aging and Disability Services for the administration and operations of these waivers. Things like, developing the plan of care, completing assessments, completing different evaluations.

We currently have everything operated under Aging and Disability Services. Previously it was fractured under several divisions. Some of it was in the Division of Mental Health and that was the ID waiver population. We had the frail/elderly with Aging and Disability Services. Then we, Division of Health Care, Financing and Policy had the physically disabled operations. We merged that all into one under Aging and Disability Services. So, this contract takes three previous existing inter-local agreements and just kind of puts it into one. I hope that made sense.

Governor: And the overall goal is to keep these populations at home?

Jennifer Frischmann: Absolutely. Studies have shown that, one, healthcare outcomes are much better when people remain in their homes, with their friends, with their families, plus it is a much less cost than institutional care.

Governor: All right, thank you. I have no further questions. Mr. Attorney General?

Attorney General: No further questions. Thank you.

Governor: Thank you very much. The next Contract is 25, National Guard.

Cheryl Tyler: Good morning Mr. Governor, Mr. Attorney General. Cheryl Tyler, from the Office of the Military. Would you prefer for me to provide a brief background for this contract?

Governor: Yes, thank you Ms. Tyler and again, I'm not questioning the contract itself, but it's for \$90 million, so I just essentially want you to go through as to what this money is for.

Cheryl Tyler: This is a brand new five-year master cooperative agreement between the National Guard Bureau and the State of Nevada. It is to establish the terms and conditions applicable to the contribution of National Guard Bureau funds for the operation and training of the State Air and Army National Guard. This is part of a nationwide update that the National Guard Bureau is performing at this moment to update their references and their dates for the master cooperative agreement. The main update for this is referencing CFR225 to CFR200. I'll be happy to answer any questions you may have sir.

Governor: Is this amount sufficient for the National Guard to carry out its various missions?

Cheryl Tyler: Based on our projections, yes sir.

Governor: Okay. I have no other questions. Mr. Attorney General?

Attorney General: No further questions. Thank you.

Governor: Thank you Ms. Tyler.

Cheryl Tyler: Thank you.

Governor: All right. Mr. Wells, did you have No. 29, as the next Contract?

Clerk: Yes Governor, we had information from the Attorney General's Office that he would like information on Contract 29.

Attorney General: And, Mr. Wells, you may be able to answer this rather than call someone up. I just wanted to know how the pass-thru works in this situation. I'm just not familiar, as far as having private corporations involved with Newmont and Barrick. I guess if you can't answer it, we'll call someone up.

Matt Dillon: Good morning, Governor and Mr. Attorney General. My name is Matt Dillion. I'm with the Nevada Division of Water Resources, I'm a Water Resource Specialist there and I process the agreements with the USGS. With regard to Mr. Attorney General's question, the money is passed thru our office and paid to the USGS upon quarterly billing from the USGS for the operation and maintenance of the gauges associated with this program. So, for example, we send off what we refer to as a Cooperative Funding Agreement document to both Barrick and Newmont in this particular case, advising them of their amount that they will be contributing to the monitoring program. They return that document signed, acknowledging that they will remit payment upon billing by our Department of Conservation and Natural Resources.

Attorney General: Is this just a preset percentage of something that they're supposed to put into this pot? That's just kind of what I was asking about, I apologize.

Matt Dillon: Oh, I'm sorry, Mr. Attorney General. No, this particular program has nine streamflow gauges that are operated year round, another gauge that's operated half time, from January through June and two data collection platforms that are associated with two other gauging sites. The contributions by Barrick and Newmont are based upon those items, those data collection platforms and gauges that are in proximity to their operations.

So, for example, those gauges, in this particular case, Mary's Creek and Maggie Creek are associated with property that Newmont's Genesis Mining Property and they pay for the operation of those gauges. Similarly, gauges at Pine Creek and Willow and Horse Creek are in the vicinity of operations by Barrick and they pay for those completely. There are some gauges that are on the main stem of the Humboldt River and those are divided equally among Barrick and Newmont.

Attorney General: Okay, thank you very much. No further questions.

Governor: Thank you Mr. Dillon.

Matt Dillon: Thank you.

Governor: Let's move to Contracts 33, 34 and 35; and I had asked for those to be held out. So, is there someone from DETR here? Or, 32-34, excuse me.

Karlene Johnson: Karlene Johnson from the Department of Employment, Training and Rehabilitation, Mr. Governor.

Governor: Good morning. Again, I see these contracts, I support these contracts, but just need a little more detail with regard to the specifics on how we're assisting the displaced homemakers.

Karlene Johnson: These three particular contracts were awarded through the RFP process, through State Purchasing, and these three entities will be providing referrals and case management to this population to assist them to become employed or better employed. Some of these are part-time employed individuals that are not at an earned income that would support their families.

Governor: And, do you know approximately how many individuals we serve?

Karlene Johnson: The majority are served down in the Southern area and I don't have those exact numbers, but I can get those for you. The Community Chest contract served under—it was served by a different provider, but they served under 100 individuals.

Governor: And, are there any statistics with regard to how successful we are in placing the clients into employment?

Karlene Johnson: Yes, we have those reports and I can get those to you. They show what type of jobs they obtain and the hourly wage that they earn.

Governor: All right. I have no further questions. Mr. Attorney General?

Attorney General: No questions, thank you.

Governor: Thank you very much.

Karlene Johnson: Thank you.

Governor: Mr. Wells, did we cover everything?

Clerk: Yes, Governor, that was all the contracts that we had requests for additional information.

Governor: If there are no further questions, the Chair will accept a motion to approve Contracts 1-35 as described in Agenda Item No. 9.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

***10. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

One independent contract was submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We'll move to Agenda Item No. 10, Master Service Agreements. Mr. Wells.

Clerk: Thank you Governor. There is one Master Service Agreement in Exhibit 3, for approval today by the Board, and we did not receive additional requests for information from any of the members.

Governor: Okay. Is this the contract for preparation of the minutes?

Clerk: No Governor, it is not.

Governor: Oh, it is not, okay. All right. I have no questions. Is there a motion to approve?

Attorney General: I move to approve.

Governor: The Attorney General has moved for approval of the Master Service Agreement in Agenda Item No. 10. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

11. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM

Pursuant to NRS 333.700 subsection 7 (a), 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 July 13, 2015 through August 19, 2015.

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

Comments:

Governor: We'll move to Agenda Item No. 11, which are contracts approved by the Clerk of the Board, Mr. Wells.

Clerk: Thank you Governor. There are 34 contracts under the \$50,000 threshold that were approved by the Clerk between July 13th and August 19th of 2015. This is an informational item only and there were no requests for additional information from any of the members.

Governor: I have no questions. Mr. Attorney General?

Attorney General: No questions, thank you.

12. INFORMATION ITEM

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

Pursuant to 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 June 30, 2015.

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, three transfers of interest in real property occurred during this quarter. The transactions resulted in a total of \$113,432 in proceeds for the Nevada Land Bank.

Comments:

Governor: Let's move to Agenda Item No. 12. Mr. Wells.

Clerk: Thank you Governor. Item No. 12 is required pursuant to NRS 321.5954 and it is a report regarding lands or interest in lands that are transferred, sold, exchanged or leased under the Tahoe Basin Act Program, as well as, a quarterly report on the status of real property or interest in real property transferred under the Lake Tahoe Mitigation Program. I believe that the report is self-explanatory.

Governor: It is, I have no questions. Mr. Attorney General?

Attorney General: No questions, thank you.

Governor: Thank you Mr. Wells.

13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: That moves us to Agenda Item No. 13, Public Comment. Any public comment from Las Vegas? Is there any public comment from Carson City?

*14. FOR POSSIBLE ACTION – ADJOURNMENT

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We'll move to Item No. 14, Adjournment. Is there a motion to adjourn?

Attorney General: Move to adjourn.

Governor: Second the motion. All in favor say aye. [ayes around] Motion passes 2-0. This meeting is adjourned. Thank you ladies and gentlemen.

Respectfully submitted,

JAMES R. WELLS, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL ADAM PAUL LAXALT

SECRETARY OF STATE BARBARA K. CEGAVSKE

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
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Date: September 14, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Katrina Nielsen, 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 HEALTH AND HUMAN SERVICES
AGING & DISABILITY SERVICES DIVISION (ADSD)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former University of Nevada School of Medicine Associate Professor of Family Medicine to provide Medical Director Services.

Additional Information:

A concurrent contract with T J Hunt Med Services, PLLC has been submitted for Board of Examiners' approval to contract with Thomas J. Hunt to provide Medical Director Services. This former state employee has been providing the Desert Regional Center with Medical Director services for over ten years through the University of Nevada School of Medicine.

Statutory Authority:

NRS 333.705

REVIEWED: YHJ
ACTION ITEM: _____

A



STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

Administrative Office
3416 Goni Road, D-132
Carson City, NV 89706

(775) 687-4210 • Fax (775) 687-0574

adsd@adsd.nv.gov

RICHARD WHITLEY
Director

JANE GRUNER
Administrator

BRIAN SANDOVAL
Governor

August 31, 2015

To: James R. Wells, Director; Department of Administration

From: Darrel Hansen, Administrative Services Officer; Desert Regional Center *DH*

Through: Jane Gruner, Administrator; Aging and Disability Services Division, *Jane Gruner*
Richard Whitley, Director; Department of Health and Human Services *EO for Richard Whitley*

Subject: Authorization to Contract with a Former State Employee

Desert Regional Center (DRC) an agency within the Aging and Disability Services Division is requesting to contract with a former State employee, as per NRS 333.705.

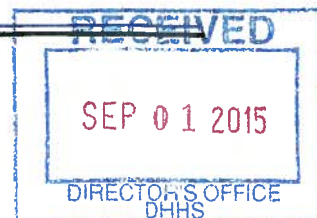
This former State employee has been performing the Medical Director duties at DRC's Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) through an inter-local agreement with the University of Nevada School of Medicine (UNSON) for over ten years. He has recently left employment with UNSON and the agency wishes to maintain the relationship with this physician.

Duties performed by the Medical Director include:

- Oversight and monitoring of general health care and safety needs of all ICF/IID individuals
- Provide professional consultation to physicians, psychiatrists, and nursing services
- Participate in the development of applicable policies and procedures
- Attend meetings for administrative and clinical issues and participate in staff development
- Provide pre-employment medical examinations as requested by DRC.

The "Authorization to Contract with a Former Employee" forms are attached for review and consideration. Should you have any questions, please contact Darrel Hansen at (702) 486-6333.

Aging and Disability Services Division
Administrative Office
3416 Goni Road, D-132
Carson City, NV 89706
(775) 687-4210 ~ (775) 687-0574



Authorization to Contract with a Former Employee

Former Employee Name:	<u>Thomas J. Hunt</u>
Former Employee ID number:	<u>5244</u>
Former Job Title:	<u>Associate Professor Family Medicine</u>
Former Employing Agency:	<u>University of Nevada School Of Medicine</u>
Former Class and Grade:	<u></u>
Employment Dates:	<u>12/1999 – 8/2015</u>
Contracting Agency:	<u>DHHS/ADSD (402)/Desert Regional Center (BA 3279)</u>

Please check which of the following applies:

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

<p>a. Summarize scope of contract work.</p>	<p>Medical Director Services. These services include the oversight and monitoring of general health care and safety needs of all individuals; provide professional consultation to physicians, psychiatrists, and nursing services; participate in the development of applicable policies and procedures; attend meetings as needed for administrative and clinical issues and actively participate in staff development. The Medical Director will also provide pre-employment medical examinations as requested by Desert Regional Center.</p>
<p>b. Document former job description.</p>	<p>Medical Director Services (same as scope of work - see "a." above).</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, the former employee has served as Desert Regional Center's Medical Director for over ten years. The former employee is dedicated to the Center and its residents and both parties wish to continue the professional relationship. The former employee has a working relationship with all direct-care staff, departmental managers and supervisors. For the residents of Desert Regional Center, continuity of care is essential.</p> <p>No, the agency does not employ a physician and when the relationship with this former employee ends the agency will have to contract with another physician to fill these responsibilities.</p> <p>Also, this contract will not obligate the State to the former employee for future contracts. It is Desert Regional Center's desire to continue the relationship with this former employee, provided services continue at the quality level experienced for the past ten years.</p>

d. Explain why existing State employees within your agency cannot perform this function.	Desert Regional Center does not employ a physician.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> .	There is no relationship between the agency or any agency staff with the former employee.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	The former employee has served as Desert Regional Center's Medical Director for over ten years. The former employee is dedicated to the Center and its residents and both parties wish to continue the professional relationship. The former employee has a working relationship with all direct-care staff, departmental managers and supervisors. For the residents of Desert Regional Center, continuity of care is essential. Fiscally, the cost of the Medical Director Contract has remained the same for the past several years and this Contract does not include an increase.

Comments:

[Handwritten signature]

for Jane Amner

Contracting Agency Head's Signature and Date

Katrina Leber

9/14/15

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

Budget Division

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

Date: September 14, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Katrina Nielsen, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING & DISABILITY SERVICES DIVISION (ADSD)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former employee to provide Board Certified Behavior Analysis services to families and children in Elko, Nevada.

Additional Information:

This request is on behalf of the Autism Treatment Assistance Program and the Nevada Early Intervention Services program to assist families in accessing evidence-based behavior therapy for children with Autism Spectrum Disorder and early intervention.

This former ADSD employee is one of two known Board Certified Behavior Analysts (BCBA) in Elko, Nevada at this time. Without BCBA consultative services, the Nevada Early Intervention Services will be out of federal compliance for those children who have Intensive Behavioral Services listed on their Individualized Family Service Plans.

Statutory Authority:

NRS 333.705

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



STATE OF NEVADA
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 AGING AND DISABILITY SERVICES DIVISION

Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706

(775) 687-4210 • Fax (775) 687-0574
adsd@adsd.nv.gov

BRIAN SANDOVAL
 Governor

RECEIVED

SEP 03 2015

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION
 RICHARD WHITLEY
 Director

JANE GRUNER
 Administrator

September 01, 2015

To: James R. Wells, Director, Department of Administration

From: Jane Gruner, Administrator, Aging and Disability Services Division *J*

Through: Richard Whitley, Director, Department of Health and Human Services *cc for Richard Whitley*

Subject: Authorization to Contract with a Former Employee

The Aging and Disability Services Division would like to request to contract with a former employee, as per NRS 333.705. This request is on behalf of the Autism Treatment Assistance Program (ATAP) and the Nevada Early Intervention Services (NEIS) program to assist families in accessing evidence-based behavior therapy for children with Autism Spectrum Disorder (ASD) and early intervention. Additionally, the former employee is a Board Certified Behavior Analyst (BCBA) that will be providing consultative services to families and children. The BCBA certification is needed to provide evidence based early intensive behavioral intervention to children, their caregivers, as well as provide certification oversight to staff to become Registered Behavior Therapists. This position in rural Nevada is difficult to recruit for as it requires certain skill sets, education, certification, and early intervention experience working with families of children diagnosed with ASD. NEIS will be out of Federal compliance for those children who have Intensive Behavioral Services listed on their Individualized Family Service Plans (IFSP's) if we cannot provide them with the BCBA consultative services. This former employee is only one of two behavioral analysts in Elko, Nevada at this time.

The "Authorization to Contract with a Former Employee" form is attached for review and consideration. Should you have any questions, please contact Julie Kotchevar at (775) 687-0583.

Aging and Disability Services Division
 Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706
 (775) 687-4210 ~ (775) 687-0574



Authorization to Contract with a Former Employee

Former Employee Name:	<u>Michelle Canning</u>
Former Employee ID number:	<u>034209</u>
Former Job Title:	<u>Developmental Specialist 3</u>
Former Employing Agency:	<u>Aging and Disability Services Division</u>
Former Class and Grade:	<u>Class 10.140 Grade 35</u>
Employment Dates:	<u>08/29/2005-09/11/2015</u>
Contracting Agency:	<u>Crossroads Nevada Behavioral Consultation, LLC</u>

Please check which of the following applies:

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

a. Summarize scope of contract work.	Provide consultative services to families and children with behavior concerns such as diagnosed autism or mental illness. Provide early intensive behavioral intervention to children. Use of education and behavior principles to train the children's caregivers and behavior aides to provide interventions to the children through the use of empirically sound practices based in Applied Behavior Analysis (ABA) therapies. Provide the required oversight to aides to become nationally certified as Registered Behavior Therapists (RBT's) which will allow for insurance reimbursements.
b. Document former job description.	Developmental Specialists provide individual and group clinical, developmental and support services to individuals of all ages who have, or who may be at risk for, developmental delays, developmental disabilities, intellectual disabilities or related conditions, and social, emotional and/or behavioral disorders. Incumbents develop and implement programs and treatment and service plans, provide direct services and case management, develop financial and community resources, and provide education, information and technical assistance to family members, other agencies and service providers regarding human growth and development.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the	N/A

contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	There are only two Board Certified Behavioral Analysts in Elko Nevada. One is not as familiar with the younger aged child (Birth to 3) that Nevada Early Intervention serves. There are no other NEIS Developmental Specialists or staff that hold the BCBA certification that is required for the oversight of children diagnosed with autism.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u> .	NEIS staff is not related to this contractor. Former employee is owner.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	It does require certain skill sets, experience, and certification working with families and children with Autism Spectrum Disorder (ASD) and working with families and children receiving services through Nevada Early Intervention Services.

Comments:

Jules Katchere

8-27-15

Contracting Agency Head's Signature and Date

Karina Jensen

9/14/15

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 23, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH (DPBH)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority for contracts with seven individuals from May 2015 through September 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Additional Information:

DPBH hired seven Nevada System of Higher Education (NSHE) student workers/graduate assistants through temporary contract agencies from May 2015 through September 2016 (see list contained in the attached DPBH memo and related Authorization to Contract with a Former Employee forms). Please note, the division requested and received retroactive approval for a similar reason at the May 2014 Board of Examiner's (BOE) meeting.

Statutory Authority:

NRS 333.705

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

C

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director



CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

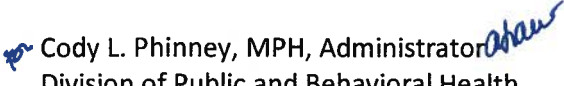
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-4200 · Fax: (775) 684-4211

August 31, 2015

To: Katrina Nielsen, Budget Analyst
Department of Administration

Through: Richard Whitley, MS, Director
Department of Health and Human Services

From:  Cody L. Phinney, MPH, Administrator
Division of Public and Behavioral Health

Subject: Board of Examiners
NRS 333.705 (AB 240) Retroactive Approval

RECEIVED

SEP 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

NRS 333.705, precludes contracting with a person who is a current employee of a state agency or a former employee of a state agency within the past two years without Board of Examiner review and/or approval. These provisions also apply to employment through a temporary employment agency. Approval of the BOE requires the BOE to determine the person provides services that are not provided by any other employee of the using agency or for which a critical labor shortage exists or that there is a short-term need or unusual economic circumstance that exists.

The Division of Public and Behavioral Health is requesting retroactive approval for graduate assistants / student workers that were hired via temporary contract agencies or through subgrants in state fiscal years 2015 and 2016. When AB 240 went into effect the Division put in measures to review and confirm with university / college human resources to ensure that employees hired through the temporary contract agencies were in compliance with the Department's two year policy on hiring previous state employees. The current temporary employees were confirmed to have been graduate assistants / student workers but were not designated as Nevada System of Higher Education (NSHE) employees due to the temporary nature of their positions and the fact that they did not contribute into the state retirement system. It was later brought to our attention that these employees received a W-2 from NSHE and therefore might be considered previous State employees excluding them from working on Division projects through a temporary contract agency. The Department therefore sought clarification from the Budget Office and Attorney General's Office (see attached correspondence).

The Purchasing Division confirmed that the NSHE graduate assistants / student workers appeared to be included as prior employees of a state agency under NRS 333.705(1). This was also confirmed when the Division presented at the May 2014 BOE meeting (minutes attached, see agenda item number 6, c starting on page 13).

Individuals who have worked with the Nevada System of Higher Education are often employed in positions at the Division that provide them on-the-job experience in their field of study and results in a source of trained workers to assist meet our workforce needs. At the May 2014 meeting, the Division requested a blanket pre-approval to hire in these situations. This request was not approved as it was determined the BOE does not have the authority to grant such a request because the approval to contract is person-specific. The department had submitted a BDR requesting a change to the statute for consideration next legislative session; however, the BDR was not approved. Therefore, the Division is requesting that the provision that was allowed previously be continued, subsection 4 of NRS 333.705. This provision allows an agency to contract with a current or former employee (within past 2 years) for less than 4 months without prior approval of BOE if the DHHS Director approves and then seek retroactive approval at BOE. As many of these interns continue to work limited hours for the Division after the summer internship is over until graduation, we are also requesting approval to allow employment for longer than 4 months.

The contractors are as follows:

The dates noted are employment dates with the Division of Public and Behavioral Health which in some cases overlap with their previous state employment dates.

Bruce Taylor Lensch (000179789) - Contract dates (May 18, 2015 – December 12, 2015)
Christabell Sotelo-Zecena (000152477) – Contract dates (May 18, 2015 - September 27, 2016)
Jamie Tu (000149235) - Contract dates (May 18, 2015 – August 7, 2015)
Thomas Weber (000182862) - Contract dates (May 18, 2015 – August 7, 2015)
Alyssa O'Hair (000037640) - Contract dates (May 7, 2015 – August 14, 2015)
Anastasia Gunawan (unknown) - Contract dates (May 18, 2015 – August 7, 2015)
Andrea Skewes (N/A) - Contract dates (May 5, 2015 – September 30, 2015)

We respectfully ask that these items be placed on the upcoming BOE agenda.

Authorization to Contract with a Former Employee

Former Employee Name: Bruce Taylor Lensch
Former Employee ID number: 000179789
Former Job Title: Youth Risk Behavior Survey (YRBS) Coordinator
Former Employing Agency: University of Nevada, Reno
Former Class and Grade: _____
Employment Dates: May 2015 - current
Contracting Agency: Nevada Public Health Foundation

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

a. Summarize scope of contract work.	<ul style="list-style-type: none"> • Determine NCCR needs for special report and surveillance plan • Compile and review data from appropriate sources • Determine which data are necessary for the special report and surveillance plan
b. Document former job description.	<p>Youth Risk Behavior Survey (YRBS) Coordinator University of Nevada, Reno, Community Health Science Department</p> <ul style="list-style-type: none"> • Assisted in facilitation of the preparation of survey questions for high school and middle school youth questionnaires. • Developed high school and middle school sampling frames including traditional, charter, and alternative schools in Nevada. • Oversee collection of over 5,000 completed surveys in over 200 schools across the state of Nevada. • Communicate and collaborate with research team, the Centers for Disease Control and Prevention, and their contractor, Westat, to ensure successful and timely data collection. • Assess and evaluate data and develop reports using SAS analytical software to prepare tables, graphs, fact sheets, and written reports summarizing research results. • Analyze and interpret results to determine health risk behaviors and needs of high school and middle school youth.
c. Is the former employee being hired because of their specialized	No, this contractor is not being hired due to his work at UNR.

knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	This contractor is working on several projects as part of an MPH internship. This is analysis that could be done by state staff, but it would take much longer due to current workload and other priority projects.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750 .	There is no relation between contractor and anyone overseeing the contract.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	This contractor is working on several projects as part of an MPH internship. This is analysis that could be done by state staff, but it would take much longer due to current workload and other priority projects.

Comments:

Amber Row 9-8-15

Contracting Agency Head's Signature and Date

Brenda Berry 9-23-15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Christabell Sotelo-Zecena
Former Employee ID number: 000152477
Former Job Title: Graduate Assistant/Auditing Support
Former Employing Agency: Board of Regents
Former Class and Grade: _____
Employment Dates: 8/2014-5/2015 and 2/2015-6/2015
Contracting Agency: Nevada Public Health Foundation

Please check which of the following applies:	
<input type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.	
<input checked="" type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.	
a. Summarize scope of contract work.	Data analysis, epidemiology/data report creation, preparedness planning, coordination, and assistance for Rural Community Health Services.
b. Document former job description.	Graduate Assistant: Served as an assistant to the School of Community Health and Sciences. Duties included: helping out with CEPH reaccreditation, website maintenance, and additional duties as assigned. Auditing: Audited the process for the Associated Students of the University of Nevada (ASUN) accounting office. Duties include: revising manuals, auditing accounts, evaluating process in regards to UNR's financial processes.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No. No.
d. Explain why existing State employees within your agency cannot perform this function.	This employee is currently specializing in epidemiology and data analysis techniques that no one else available in my agency is trained in or has experience with. The employee's particular set of specializations and trainings make her uniquely able to do the work she is doing.
e. Document if the individual	No.

<p>overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u>.</p>	
<p>f. List contractor's hourly rate.</p>	
<p>g. List the range of comparable State employee rates.</p>	
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>The grant funding this contractor is temporary and specific in scope of work. This contractor's training, education, and experience specifically fits the unique nature of the duties for which she is responsible in the short amount of time the funds are available. No other FTE in the agency can fulfill these duties for the specific nature and products she will create.</p>

Comments:

Brenda Kelly 9-8-15

Contracting Agency Head's Signature and Date

Brenda Kelly 9.23.15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Jamie Tu</u>
Former Employee ID number:	<u>000149235</u>
Former Job Title:	<u>Graduate Assistant</u>
Former Employing Agency:	<u>University of Nevada, Reno (School of Community Health Sciences)</u>
Former Class and Grade:	<u> </u>
Employment Dates:	<u>August 1st, 2014 – May 31st, 2015</u>
Contracting Agency:	<u>Nevada Public Health Foundation</u>

Please check which of the following applies:

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

<p>a. Summarize scope of contract work.</p>	<p>Project Overview:</p> <ul style="list-style-type: none"> • Branding Nevada Wellness as the authority on chronic disease prevention and health promotion in the state of Nevada. ○ Developing and using mass media campaigns to influence behavior change applicable to the prevention and/or management of chronic disease ○ Developing and implementing organizational policy to increase the use of social media practices ○ Evaluating health promotion activities to assess impact towards behavior change
<p>b. Document former job description.</p>	<ul style="list-style-type: none"> • Taught undergraduate Community Health Sciences courses (Introduction to Community Health Sciences and Health and Wellness Communication) • Researched literature and articles on infectious diseases, Medicare, and frequent users of the emergency department • Analyzed data trends of biopsy code frequency • Reviewed instructor's manuscripts • Developed PowerPoint presentations for Epidemiologic Research Design and Planning course • Graded Introduction to Community Health Sciences, Health and Wellness Communication and Built Environment coursework
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's</p>	<p>No. No.</p>

operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	This is an internship, an opportunity for students from the community health sciences to learn the public health and government health division field.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750 .	N/A
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	To learn the domain of health promotions and develop a toolkit for the CDPHP section. Learning outcomes include: <ul style="list-style-type: none"> • Developing and using mass media campaigns to influence behavior change applicable to the prevention and/or management of chronic disease • Developing and implementing organizational policy to increase the use of social media practices • Evaluating health promotion activities to assess impact towards behavior change

Comments:

Muller Law 9-8-15

Contracting Agency Head's Signature and Date

Brenda Berry 9.23.15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	Thomas Weber
Former Employee ID number:	000182862
Former Job Title:	Teaching Assistant
Former Employing Agency:	University of Nevada Reno
Former Class and Grade:	
Employment Dates:	8/14 – 5/15
Contracting Agency:	Nevada Public Health Foundation

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

a. Summarize scope of contract work.	Assisted with grading papers, running and teaching the exercise laboratory, and addressing student concerns.
b. Document former job description.	<ul style="list-style-type: none"> Assist and teach an exercise laboratory Literature review pertinent to course Documentation of student grades Filter student complaints
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No. No.
d. Explain why existing State employees within your agency cannot perform this function.	This is an internship, an opportunity for students from the community health sciences to learn the public health and government health division field.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	N/A

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	<p>To learn the domain of policy, systems and environmental changes. Key activities will be to:</p> <ul style="list-style-type: none"> • Research and assess payment models that reimburse for chronic disease prevention and management services such as Medicaid, Medicare, Accountable Care Organizations, Managed Care Organizations...etc. • Research and analyze key reimbursement activities that are outlined in the Affordable Care Act that impact chronic disease prevention and control measures. <p>Key outcomes will be:</p> <ul style="list-style-type: none"> • Understand the impact of the Affordable Care Act on the prevention and control of chronic disease in Nevada. • Learn third party payment models and how they affect health care organizations and health outcomes. • Understand systems to change policies and environments to increase positive health outcomes

Comments:

Brenda Kelly 9-8-15

Contracting Agency Head's Signature and Date

Brenda Kelly 9-23-15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Alyssa K. O’Hair</u>
Former Employee ID number:	<u>000037640</u>
Former Job Title:	<u>Project Manager, Division of Health Sciences, Center for the Application of Substance Abuse Technologies</u>
Former Employing Agency:	<u>University of Nevada, Reno</u>
Former Class and Grade:	<u>Unknown</u>
Employment Dates:	<u>April 2015 – August 2015</u>
Contracting Agency:	<u>Nevada Public Health Foundation</u>

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

<p>a. Summarize scope of contract work.</p>	<ul style="list-style-type: none"> • Research has shown that there is a link between school absenteeism and truancy and a higher prevalence of behavioral health and substance use problems in later adolescence. Young people who frequently miss classes can have more symptoms of psychiatric disorders and may “self-medicate” with substances. Truancy and absenteeism also affect graduation and overall school success. With Nevada having some of the highest dropout rates in the nation and youth with untreated behavioral health issues, this relationship between school success (truancy in particular) and behavioral health needs to be understood so prevention efforts can be directed accordingly. This project will result in a report that summarizes these issues in our state.
<p>b. Document former job description.</p>	<ul style="list-style-type: none"> • Supervises, coordinates, and delivers training and technical assistance (T/TA) to states, tribes, jurisdictions, and communities, increasing capacity in substance abuse prevention fundamentals and implementation and SAMHSA’s Strategic Prevention Framework. Manages and oversees the Center for the Application of Prevention Technologies (CAPT) West Resource Team (RT) contract budget of over one million dollars per year for five years, resulting in high-impact services within budget limitations. Assesses current T/TA service needs of clients at the individual and regional level. Sequences services on a single topic and leverages opportunities for multiple services to achieve greater impact, which results in the West RT

	<p>exceeding the quantity of T/TA services required by the contract by 10 percent or more annually. Participants also report high levels of satisfaction (98.5 percent of participants indicate being satisfied or very satisfied) and high likelihood of using the knowledge and skills gained from training (99 percent report being likely or very likely). Investigates emerging issues and trends to offer training opportunities that prepare clients for new challenges, such as planning a two-day intensive meeting on the emerging issue of adverse childhood experiences as risk factors for substance abuse prevention facilitated by a nationally-recognized expert on adverse childhood experiences to state prevention leaders. Trains staff and consultants to deliver high-impact T/TA. Develops and adapts trainings, such as the adaptation and implementation of a virtual Training-of-Trainers model now used in eight states within the western service area and trained almost 40 new trainers. Supervises six administrative faculty and classified staff, all of whom consistently receive unsolicited praise from our clients for their services and meet or exceed annual performance objectives. Responds to special requests from funding agencies, consistently on-time and with positive feedback from our funder.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>No, this contractor is not being hired due to her work at UNR.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>Current staff do not have time to complete this analysis to the level of detail requested. This fulfills a program need and serves as an internship project for Ms. O'Hair.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>There is no relation between contractor and anyone overseeing the contract.</p>
<p>f. List contractor's hourly rate.</p>	

g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Current staff do not have time to complete this analysis to the level of detail requested. This fulfills a program need and serves as an internship project for Ms. O'Hair.

Comments:

William Shaw 9-8-15

Contracting Agency Head's Signature and Date

Brenda Berry 9.23.15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Anastasia Gunawan</u>
Former Employee ID number:	<u>Unknown</u>
Former Job Title:	<u>Graduate Research Assistant</u>
Former Employing Agency:	<u>University of Nevada Reno</u>
Former Class and Grade:	<u></u>
Employment Dates:	<u>08/01/2014-05/30/2015</u>
Contracting Agency:	<u>Nevada Public Health Foundation</u>

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

<p>a. Summarize scope of contract work.</p>	<ul style="list-style-type: none"> • Collect, clean, analyze and report on data from HealthIE Nevada (health information exchange) on chronic disease indicators. • Research and assess blood pressure awareness and prevention efforts among patients in health care settings. • Research and asses how clinics are screening patients for pre-diabetes/heart disease and referral processes for patients at high-risk for pre-diabetes/heart disease. • Provide recommendations on best screening practices for high blood pressure and diabetes in Nevada. • Complete assessment surveys on pre-diabetes and hypertension. • Report on screening and referral procedures for pre-diabetes and hypertension and patient awareness of these conditions in Nevada.
<p>b. Document former job description.</p>	<ul style="list-style-type: none"> • Conduct literature search and data extraction on public health topic: infant mortality and collective efficacy • Create a literature review based on the assigned public health research • Assist GA supervisor on academic related-task

<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>No. No.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>This is an internship, an opportunity for students from the community health sciences to learn the public health and government health division field.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>N/A</p>
<p>f. List contractor's hourly rate.</p>	
<p>g. List the range of comparable State employee rates.</p>	
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>Project Description:</p> <ul style="list-style-type: none"> • Collect, clean, analyze and report on data from HealthIE Nevada (health information exchange) on chronic disease indicators. • Research and assess blood pressure awareness and prevention efforts among patients in health care settings • Research and assess how clinics are screening patients for pre-diabetes/heart disease and referral processes for patients at high-risk for pre-diabetes/heart disease. • Provide recommendations on best screening practices

	<p>for high blood pressure and diabetes in Nevada Learning Objectives:</p> <ul style="list-style-type: none"> • Understand how health care systems assess and refer individuals with chronic health care conditions (pre-diabetes and hypertension) • Understand how to design and conduct a survey, and analyze survey results. • Gain a better understanding of how health care systems and public health work together to impact population health
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Comments:

Amber Law 9-8-15

Contracting Agency Head's Signature and Date

Brenda Berry 9.23.15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Andrea Elizabeth Skewes</u>
Former Employee ID number:	<u>N/A</u>
Former Job Title:	<u>Research Coordinator ~ Graduate Degree Program</u>
Former Employing Agency:	<u>University of Nevada, Reno</u>
Former Class and Grade:	<u></u>
Employment Dates:	<u>August 2013 – June 2015</u>
Contracting Agency:	<u>MHM Services, Inc.</u>

Please check which of the following applies:

X Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

<p>a. Summarize scope of contract work.</p>	<ul style="list-style-type: none"> • Enhance and monitor the State Personal Responsibility Education Program (PREP). • Collect and analyze data, identify and report on trends. Monitor and evaluate program activities. • Implement services or programs according to granting agency requirements and ensure effective integration with existing programs and services. • Work cooperatively with other agencies, professionals, civic groups, community leaders, and consumers at local, regional and/or statewide levels to identify health needs, issues and gaps in service; coordinate and participate in task forces and other work groups; support new program directions and conduct public education. • Plan, organize and participate in special projects and activities; develop and prepare comprehensive narrative and statistical reports; conduct or attend meetings and conferences; and make presentations to a variety of groups, as required. • Research, develop and write grant proposals to acquire funding for program enhancements or expansion.
<p>b. Document former job description.</p>	<ul style="list-style-type: none"> • Developed and designed resource Guide with services in Washoe and Clark counties that covers emotional health, trauma, drug and substance use, sexual health, educational alternatives, and youth programming. • Programmed survey; recruited and implemented the ACASI survey. • Developed and maintained records of participants.

	<ul style="list-style-type: none"> Analyzed data. Prepared reports and presentations for Juvenile Justice Services in Washoe and Clark Counties. Provided technical assistance to other research assistants during the recruitment, collection and analysis phases of the study.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No, this contractor is not being hired due to their work at UNR.
d. Explain why existing State employees within your agency cannot perform this function.	This contractor position is in response to the receipt of the Personal Responsibility Education Program (PREP) grant through the Family & Youth Services Bureau within the U.S. Department of Health & Human Services. This is a multi-year grant with deliverables requiring a dedicated staff member to provide oversight and accountability in accordance with the grant award. This is unable to be accomplished with current staff due to workload and other grants and deliverables. An NPD-19 was completed for consideration, but was not approved at this time.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750 .	There is no relation between contractor and anyone overseeing the contract.
f. List contractor's hourly rate.	\$22.04
g. List the range of comparable State employee rates.	\$22.04 – \$32.74
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	This is comparable to: Health Program Specialist (HPS) 1, Step 1.

i. Document justification for hiring contractor.	This is a multi-year grant with deliverables requiring a dedicated staff member to provide oversight and accountability in accordance with the grant award. This is unable to be accomplished with current staff due to workload and other grants and deliverables.
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Comments:

Miller Jew 9-8-15

Contracting Agency Head's Signature and Date

Brenda Berry 9.23.15

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE

Budget Division

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

Date: September 4, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Andrea McCalla, Budget Analyst *AM*
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 TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Transportation (NDOT) requests authority to contract with Mr. Anthony Livreri, former Assistant Resident Engineer from NDOT. Diversified Consulting Services is proposing to use Mr. Livreri on a contract, currently in place with NDOT, to be a senior inspector, observing and documenting the contractor for conformance with plans and specification; documenting quantities for payment; and inspecting construction operations for compliance with applicable related regulations.

Additional Information:

The agency indicates Mr. Livreri's knowledge of the Boulder City Bypass project and significant involvement with the project from the design phase to the construction phase would be a great asset to the project. NDOT also indicates that current staffing levels on Construction Crews in District 1 (Las Vegas) are not sufficient for current and anticipated construction projects.

Statutory Authority:

NRS 333.705


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



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

MEMORANDUM

August 27, 2015

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director 
Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. Anthony "Zach" Livreri, retired from State service on July 28th 2015 and has been employed by Diversified Consulting Services (DCS). DCS is proposing to use Mr. Livreri as senior inspector for Contract 3580, Boulder City Bypass, Phase 1.

BACKGROUND

DCS is currently under agreement with the NDOT to provide Construction Crew Augmentation services for Contract 3580 Boulder City Bypass Phase 1. Construction Augmentation services provide the Resident Engineer the staff needed to successfully complete a heavy highway construction contract. This particular augmentation provides testing, inspection, scheduling, asbestos expertise, and office support for Crew 916. Mr. Livreri retired as the Assistant Resident Engineer from Crew 916 and had been working on the Boulder City Bypass project prior to his retirement. Mr. Livreri has 25 years of NDOT construction experience and Boulder City Bypass specific knowledge and experience. He has been an active team member on the Boulder City Bypass project from the design phase through to the construction phase. Mr. Livreri is very familiar with the design of the project, the asbestos issues, the utility coordination, biological clearances and all other aspects of this project. If approved Mr. Livreri will work as a senior inspector on this project. The main duties of an inspector are to observe and document the contractor's workmanship, materials and methods for conformance with the plans and specifications.

When Mr. Livreri retired from state service as an Assistant Resident Engineer, he had no influence or authority over the consultant procurement or agreement for DCS.

RECOMMENDATION

We respectfully request your consideration for approval for DCS to enter into contract with Mr. Livreri to be a team member of the NDOT Boulder City Bypass. Project, NDOT Contract 3580.

Authorization to Contract with a Former Employee

Former Employee Name: Anthony Livreri
Former Employee ID number: 06237
Former Job Title: Assistant Resident Engineer C916
Former Employing Agency: NV Department of Transportation
Former Class and Grade: 6.209 Supervisor III AE, Pay Grade 40
Employment Dates: June 10, 1990 thru July 28 2015
Contracting Agency: NV Department of Transportation

<p>Please check which of the following applies:</p> <p>Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input checked="" type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>Employee will be a senior inspector, duties to include observing and documenting the contractor for conformance with plans and specification; document quantities for payment, and inspect construction operations for compliance with applicable related regulations.</p>
<p>b. Document former job description.</p>	<p>Assistant Resident Engineer, responsible for assisting C916 RE with staff supervision, project paperwork, Change Order processing, inspecting contractor operations and documenting quantities for payment.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Mr. Livreri is being proposed for this position because of his detailed knowledge of the Boulder City Bypass project and significant involvement with the project from the design phase to the construction phase. While his knowledge of the agency's operations is not specialized, he was been involved with the development of the plans and specifications, (there are 1,483 pages in the plans, special provisions, and supplemental notices, plus additional material in the reports and utility agreements). A set of contract specific plans for a contract of this size takes time to review and understand; Mr. Livreri possesses that knowledge and will be a great asset to the team.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>The current staffing levels on Construction Crews in District 1 (Las Vegas) are not sufficient for current and anticipated construction projects</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not</p>	<p>There are no relationships between Anthony Livreri, DCS staff and management or the NDOT Construction Division where the agreement is housed.</p>

affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$48.00
g. List the range of comparable State employee rates.	\$29.79 to \$44.71
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A, does not exceed 10%. ✓
i. Document justification for hiring contractor.	DCS has already entered into an agreement with the NDOT. The agreement was awarded to DCS based on their response to a request for proposal for services. They had the highest scored proposals and were awarded the agreement in accordance with NDOT policies and procedures.

Comments:

Rudy Mangano 8-21-15

Contracting Agency Head's Signature and Date

Andrea M. McCalla 9-4-15

Budget Analyst

Clerk of the Board of Examiners

**NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET**

Agreement No. P551-14-040 Amendment No. _____ Task Order No. _____ Task Order Amendment No. _____

Start Date: 04/29/15 End Date: 12/31/18 Amendment Date: _____ Procured by: RFP

Agreement Type: Service Provider Agreement Sub-Type: Construction Procurement No.: RFP 551-14-040

Purpose: Crew 916, US 93 Boulder City Bypass Part 1, Package 3

County(ies) where work is being performed: Washoe Clark

Contact Person: Megan Sizelove Phone No.: 775-888-7625 Email: msizelove@dot.state.nv.us

Project Manager: Megan Sizelove Phone No.: 775-888-7625 Email: msizelove@dot.state.nv.us

Second Party Information

Contact Person: Mike Glock Email: mglock@dcsnv.com Phone No.: 775-829-8383

Company Name: Diversified Consulting Services NV Business License No.: NV19901019853

Primary Address: PO Box 6027 | Reno, NV 89513 Business License Expiration: 4/30/2015

Invoice Remit To Address: _____ [Business License Search](#)

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$7,967,878.76 Org No. Responsible for Billing: C040 Funding Percentage: _____

Payable Amount: _____ Fixed Fee %: 11 Payment Code: Payable Federal %: 95

Receivable Amount: \$0.00 Overhead %: 152.8 Payment Cycle: Monthly State %: 5

Amendment Amount: \$0.00 Retention %: 0 Security Deposit: Yes No Local %: 0

Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: _____ DBE Goal: 0

Appr Unit: 468006 Activity: 1310 Object: 814B Job/Project: 60617

Project Identification

Project ID No.: NHP-093-1(013) Contract: 3580

EA No.: 60617 Other: _____

Board Approval

Yes No Transportation BOE Meeting Date: _____ BOE Contract No.: _____

Approved Date: _____ Agenda Item No.: _____

Does the firm employ current or former State employees who have left State employment in the past two years? Yes No
If yes, who, where did they work, and when did they leave?

Review Approval:

Asst. Director _____
Dist./Div. Head [Signature]
Environmental _____
IT _____
Legal [Signature] 4-23-15
Proj. Accting. _____
Right of Way _____

Final Distribution

Recipient: _____

Required docs to start process:
(to be completed by Admin Services)

Original Summary Sheet: _____
Original Form 2A: _____
Electronic Draft of Agreement _____
Agree Services 4/23/15
Execution: (to be completed by Admin Services)
 Do Not Pay (Federal only)
 NV Board of Engineers
 AGMM ANOT
 AGMT AGML
 Notice of Award Sent
 Tracking Log Updated

Insurance Log Updated
Date/Initials 04/29/15 LM
Verified 5/14/15 [Signature]

NDOT
070-001
Rev 09/14

4-114
LT

Agreement Number P551-14-040

SERVICE AGREEMENT

This Agreement, made and entered into on 04/29/2015, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Diversified Consulting Services, PO Box 6027, Reno, NV 89513 (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 and Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for Contract 3580, and such project is necessary for Construction Engineering Services for Augmentation Services for Crew 916, US 93 Boulder City Bypass Part 1, Package 3 (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Contract No. 3580 is accomplished in conformance with the plans, specifications, and all other contract documents.
2. The SERVICE PROVIDER will provide part-time scheduler, full-time office person, up to two (2) Inspectors level IV, up to two (2) Testers, nuclear gauges, trucks and cell phones. They shall also provide services listed in Attachment A - Scope of Services attached hereto and incorporated herein. The SERVICE PROVIDER will be required to provide suitable storage for the nuclear gauges as required by the DEPARTMENT. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.
3. The SERVICE PROVIDER shall use its own, or lease, vehicles which shall be equipped with high intensity flashing yellow strobe lights.
4. The SERVICE PROVIDER shall provide a principal engineer as required, who shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer. Principals shall be limited to billing no more than eight (8) hours per month, unless SERVICE PROVIDER has obtained prior approval from the DEPARTMENT.
5. The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of this Agreement, so as not to delay the progress of construction. The SERVICE PROVIDER shall provide all personnel

assigned to this PROJECT any specialized training or equipment necessary to perform the assigned duties, including but not limited to, testing and inspection. All testing personnel must meet and be certified under Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC. Personnel provided for testing and inspection must be approved by the DEPARTMENT prior to performance of work on this PROJECT. In the event the SERVICE PROVIDER fails to provide the required experienced, trained and/or certified personnel, the SERVICE PROVIDER shall reimburse the DEPARTMENT for all delays caused by such failure.

6. The SERVICE PROVIDER shall provide all personnel assigned to this PROJECT the proper safety equipment, including but not limited to, soft caps, hard hats, and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

7. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project. The SERVICE PROVIDER shall have current licenses as required by the appropriate regulatory agencies. All SERVICE PROVIDER personnel who will operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. Nuclear density gauges provided by the SERVICE PROVIDER are not to be stored in any DEPARTMENT facility, or transported by DEPARTMENT personnel. The SERVICE PROVIDER is responsible to provide their own storage facility and transportation for nuclear density gauges during the duration of the project. The SERVICE PROVIDER shall provide to the DEPARTMENT's Corporate Radiation Safety Officer (Construction Division, 1263 South Stewart Street, Carson City, NV 89712) the following:

- a. Current copy of SERVICE PROVIDER's Nevada Radioactive Materials License;
- b. Current copy of nuclear density safety certifications for each employee to be in control of any nuclear density gauge under this Agreement;
- c. Copies of current calibration records of nuclear density gauges used under this Agreement;
- d. Current leak test and inventories for all nuclear density gauges to be used under this Agreement; and
- e. Current copy of storage locations for nuclear density gauges under this Agreement.

8. The SERVICE PROVIDER agrees to comply with all requirements contained in the underlying Request for Proposal which is incorporated into this Agreement by reference.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including December 31, 2018, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement, and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies, or equipment to remedy the deficiency, all such

costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors.

9. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

10. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

11. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

12. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

13. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.

14. The SERVICE PROVIDER agrees to complete and sign Attachment B - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," Attachment C - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES," attached hereto and incorporated herein.

15. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause twenty (20) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

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

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT, and final payment is made.

ARTICLE IV - COST

1. The "specific rates of compensation" method of compensation shall be used for the SERVICE PROVIDER's services.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of Seven Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-Eight and 78/100 Dollars (\$7,967,878.78), which includes the rate.

3. The rates will be reimbursed at the rates shown in Attachment E - Staffing and Cost Proposal, and shall include direct salary costs, indirect costs, other direct costs and fixed fee. Changes to the staffing and rates in Attachment E which does not affect the total cost of the agreement can be made with prior written approval from the DEPARTMENT.

4. The DEPARTMENT will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by the DEPARTMENT.

5. The SERVICE PROVIDER is required to submit a monthly progress report with supporting backup documentation in the DEPARTMENT's format showing the status of the professional services and the degree of completion thereof.

6. The SERVICE PROVIDER agrees to complete and sign Attachment D - Service Provider Cost Certification of Final Indirect Costs, attached hereto and incorporated herein.

7. Direct Non-Salary Costs may be included for payment but only if they are incurred as a part of the SERVICE PROVIDER's normal established policy and practice and not included under any other category and are reasonable and necessary costs incurred solely for the purpose of prosecuting the work required by this Agreement. Direct Non-Salary Costs shall not exceed the rates set forth in Attachment E - Staffing and Cost Proposal, attached hereto and incorporated herein. These items include but are not limited to the following:

a. Transportation including: vehicle rentals, vehicle ownership costs including operating and normal maintenance costs. Transportation costs for the engineering technician shall be paid at an agreed price of Two Thousand Five Hundred Seventy-Five and No/100 Dollars (\$2,575.00), per month (or a portion thereof), per vehicle. If needed, a vehicle rental will be paid for by invoiced amount.

b. Communication including telephone, postage, parcel post, air freight, package express and cellular phones. Cellular phone shall be paid at the agreed price of One Hundred and No/100 Dollars (\$100.00), per phone per month.

c. Nuclear density gauges shall be paid at an agreed price of One Thousand and No/100 Dollars (\$1,000.00), per gauge (or a portion thereof) per month.

d. SERVICE PROVIDER is responsible for providing the required personal protective equipment for Naturally Occurring Asbestos. This shall be paid at the agreed price of Two Thousand and No/100 Dollars (\$2,000.00), per month.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted.

2. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

5. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this 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 DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT 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, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

7. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

8. The SERVICE PROVIDER shall furnish a Certificate, a Declarations Page, and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a thirty (30) calendar day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

9. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

10. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

11. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

12. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

13. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

14. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the

DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination, or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

15. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

16. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

18. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations:** The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination:** The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontracts, Including Procurement of Materials, and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. **Information and Reports:** The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal

Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. **Incorporation of Provisions:** The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

19. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. **Debarment and/or Suspension:** The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. **ADA:** The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. **Civil Rights:** The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly

understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the State of Nevada, and the employees, officers, and agents of the State of Nevada from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

22. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

23. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

24. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

25. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) calendar days prior to making said change.

26. All notices or other communications required or permitted to be given under this 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 set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn: Megan Sizelove
Nevada Department of Transportation
Division: Construction Division
1263 South Stewart Street
Carson City, NV 89712
Phone: 775-888-7625
E-mail: msizelove@dot.state.nv.us

FOR SERVICE PROVIDER: Mike Glock, PE, PLS
Diversified Consulting Services
Phone: 775-829-8383
Fax: 775-829-2209
E-mail: mglock@dcsnv.com

27. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

28. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

29. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

30. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

31. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

32. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

33. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

34. Except as otherwise provided for by law or this 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

35. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

36. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

37. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER:
Diversified Consulting Services

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mike Glock
1E8EEC5318D34A9...

DocuSigned by:
Ruby Mayberry
Director CD584445...

Michael Glock
Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:
Lou Holland
Deputy Attorney General

**Attachment A
SCOPE OF SERVICES**

1. GENERAL DESCRIPTION OF SERVICES

The Service Provider must show justification and ability to do all work performed within this Scope of Services. Upon written authorization from DEPARTMENT to proceed, the SERVICE PROVIDER shall perform all items outlined in this Scope of Services.

1.1 PROJECT LOCATION AND PURPOSE

Construct realigned US 95/US 93 Mainline from Silverline Road to Foothills Road to include the new interchange at Railroad Pass and bike path. CL 16.35 to CL 14.72

1.2 GENERAL REQUIREMENTS OF SERVICE PROVIDER

The SERVICE PROVIDER must be comprised of a team of staff with the following requirements to be included but not limited to the following:

- a) A Certified Industrial Hygienist (CIH) certified by the American Board of Industrial Hygiene with a minimum 3 years experience working with Naturally Occurring Asbestos (NOA) or commercially-processed asbestos.
- b) An Asbestos Competent Person (ACP), as defined in 29 CFR §1926.1101 (b), shall be on site when NOA mitigation measures are being implemented and at all times when dust generating activities are taking place.
- c) A Dust Control Monitor, as defined in Clark County Air Regulations, Section 94 (DAQ 2004), shall be onsite at all times during work to ensure Contractor is in compliance with the DAQ Dust Control Permit. The Dust Control Monitor is anticipated to be a full-time (field technician level) position.
- d) A Geologist meeting the requirements of Nevada Revised Statutes (NRS) 514.005 with field mapping experience, which includes experience with NOA.
- e) A Nevada certified environmental manager (CEM), as defined in NRS 459.485, 459.500 and Nevada Administrative Code (NAC) 459.9704. "Environmental manager" means a natural person who is certified by the Division pursuant to NAC 459.972 or 459.9724.

1.3 GENERAL DESCRIPTION OF SERVICES

The scope of the SERVICE PROVIDER services for this project shall include the following:

- a) The CIH will review and comment on the Contractor's NOA Management Plan (NMP) for approval. The Contractor's Plan will describe the managerial approach, strategy, characterization, and quality procedures to achieve all of the requirements for the mitigation of NOA. The plan shall include details of the mitigation measures, engineering controls, sampling and analyses, and the monitoring and response protocol. It will include all actions planned as part of the work, to protect workers, visitors, and the public from potential exposure to NOA due to dust generating activities. The NMP will include any required Clark County DAQ permit approvals and conditions. The CIH will review contractor supplied NOA data and monitor the overall project effectiveness for NOA compliance per the construction specifications and industry standards.
- b) Any subsequent updates the Contractor makes to the NMP must be reviewed by the CIH. Comments to be provided and presented to the Resident Engineer for approval.

- c) Monitor, report and provide recommendations to the Resident Engineer on enforcement of the implementation of the Contractor's approved NMP. The elements of the NMP shall include, but not be limited to, the following:
- (1) Personnel exposure monitoring (reference Section 637.03.03 of the Special Provisions for Contract 3579/3580) for compliance with OSHA 29 CFR §1926.1101, including discussion on the specific roles of the CIH and ACP and how the OSHA standard will be applied to a roadway construction project. Include details on how and when initial exposure assessments will be performed for each type of activity. Include details on the methods that will be used to address project areas with overlapping activities that may change from day-to-day.
 - (2) Protection of personnel who are on site, including workers, the Department, utility companies, their contractors, the Department consultants, visitors and the public from exposure to NOA.
 - (3) Discussion on the specific elements of the plan to be followed by all workers and visitors accessing the Project including utility companies and Department consultants performing concurrent work.
 - (4) Sampling and Analysis Plan (SAP), (reference Section 637.03.03 of the Special Provisions for Contract 3579/3580) that describes monitoring locations and methods, sampling techniques, roles and responsibilities, and analytical methods for personal air, perimeter air, and material usage characterization.
 - (5) Measures to prevent migration of NOA outside the right-of-way due to dust generating activities.
 - (6) Measures to prevent migration of NOA by wind dispersion, stormwater dispersion, vehicles leaving the right-of-way, or any other activity associated with the work.
 - (7) Monitoring and site controls to verify that NOA is not migrating beyond the right-of-way.
 - (8) Discussion on how analytical results will be correlated to construction activities.
 - (9) Describe the process that will be followed to assess the results of perimeter air monitoring and evaluate potential causes of exceedances, number of consecutive exceedances, and the changes or added mitigation measures that will be made to lead to compliance if exceedances of the threshold occur.
 - (10) Process describing how sampling and analytical results will be used to make decisions to adjust mitigation measures, engineering controls, and dust-generating activities during execution of the work.
 - (11) Integration of Clark County DAQ dust control requirements and discussion on the role of the Dust Control Monitor.
 - (12) Material excavation, transport, and placement procedures, as specified in Section 637.03.03 of the Special Provisions for Contract 3579/3580, for stockpiling, storage, transport, and management of material containing NOA.

- (13) An Asbestos Dust Mitigation Plan (DMP) meeting Clark County DAQ requirements as specified in Section 637.03.03 of the Special Provisions for Contract 3579/3580.
 - (14) Description of NOA material placement and use, including a description of how onsite materials will be characterized, used, and the final placement documented.
 - (15) Discussion on the role of the Geologist in the identification and field-mapping of NOA, characterizing and interpreting rock units, and coordinating the stockpiling, transport, and placement of materials containing NOA.
 - (16) Blasting and crushing operation procedures that will be utilized to control the release of NOA, including the drilling for blasting and crushing and processing of soil and rock.
 - (17) Site control procedures, including placement of signage at all access points indicating presence of NOA and establishing parking facilities and decontamination methods for haul trucks and other vehicles exiting the Project.
 - (18) Describe method and procedures for appropriate on and off-site disposal of all potentially contaminated items including PPE including potentially contaminated items and PPE from utility companies, their contractors, Department employees and consultants, and Department-invited and Department-related personnel visiting the Project. Dispose of in accordance with best management practices and all federal, state, and local regulations.
 - (19) Communication plan for the daily coordination of NOA information with workers and visitors of the site including regulated areas and dust generating activities.
- d) Coordinate with the BC Bypass Phase 2 Design-Build CIH procured by the Regional Transportation Commission of Southern Nevada (RTCSNV) for overlapping earthwork between Silverline Road and the US 95.
- e) Prepare Sampling and Analysis Plans (SAPs) and a quality assurance sampling program for personnel exposure monitoring, offsite NOA migration and material usage. Implement the program to ensure the contract requirements and corresponding release of NOA is controlled. Make adjustments to the program as necessary to adjust to the prime contractor's NMP.

Develop field sampling procedures and prepare sampling schedules. Recommend sequencing of environmental sampling of soil, air, and water. Conduct quality control confirmation sampling for surface material to be used in the construction process.

- f) Provide recommendations regarding NOA personal protective equipment, review and manage asbestos analytical data obtained by the Contractor for quality assurance/quality control (QA/QC) and perform sample coordination and tracking services. Provide documentation of both construction sample point locations and sampling zones and the corresponding existing conditions on a periodic basis in accordance with the NOA Quality Assurance Program.

Perform data verification and validation for asbestos data received from the laboratory. Data verification shall be performed on all perimeter air data and data validation shall be performed on 5% of perimeter air data.

- g) Develop a personnel exposure monitoring plan and related NOA training for DEPARTMENT and their contract administration support consultants and contractors including utility companies and environmental contractors. The program shall be developed in accordance with Occupational Safety and Health Administration 29 Code of Federal Regulation (CFR) 1926.1101 and modified for outdoor activities associated with highway construction activities and varying field conditions.
- h) Review of submittals related to NOA and dust generating activities, field inspection and monitoring of the activities performed by DEPARTMENT's Contractor to prevent and monitor the release of NOA, monitoring for compliance with the construction special provisions and the November 2014 Re-Evaluation of the Final Environmental Impact Statement and Record of Decision Boulder City /US 93 Corridor Study (I-11 Boulder City Bypass).
- i) For all samples obtained by the CIH that will need to be sent out for analysis, establish contracts with asbestos laboratories to meet quick turnaround analysis. Laboratories performing analysis of airborne asbestos by TEM shall be accredited by the National Institute of Standards and Technology (NIST)/National Voluntary Laboratory Accreditation Program (NVLAP). Laboratories performing PCM analysis shall participate and be accredited in a National sample testing program, such as the Proficiency Analytical Testing Program (PAT) or the Asbestos Registry sponsored by the American Industrial Hygiene Association (AIHA).
- j) Conduct personnel exposure sampling and monitoring for DEPARTMENT and their contract administration support consultants and contractors and provide calculated Time-Weighted Average (TWA) and Short-Term Exposure Limit (STEL) results within 24 hours of receiving analytical results. Actively participate in weekly construction progress/scheduling meetings, as well as NOA meetings to plan and evaluate corresponding NOA field sampling activities.
- k) Develop and provide NOA awareness training and documentation for all Department-invited and Department Personnel arriving on site as part of the ingress/egress plan; provide Best Management Practices (BMP's) consultation, tailgate meetings as needed, standard site control and operating procedures and corresponding training to be provided for all DEPARTMENT personnel, DEPARTMENT Consultant's/Sub consultant's as well as all Utility Agency personnel and their contractors.
- l) Keep the Safety and Loss Control Section informed of all activities and be part of the meetings during the project
- m) Provide support for public relations including public information meetings, community involvement, web site updates, Interpretation of NOA data and responses to public requests for information related to NOA and meetings with the public in support of DEPARTMENT. The services will include direct communication and coordination with DEPARTMENT and its contracted work force.
- n) Prepare cost estimates and cost tracking for NOA related work, equipment and supplies provided for DEPARTMENT and its contracted work force for the duration of the project.
- o) Develop and manage a database for analyses of NOA data collected and provided by DEPARTMENT's contractors. The compilation of data will be maintained and used by

the CIH to evaluate risk and trends related to potential exceedances and overall site control and management.

- p) Work with the DEPARTMENT Public Information Officer (PIO) to develop and maintain a project website that will display the perimeter air results from the database for public viewing.
- q) Services may also include: preparation of studies and reports to include risk assessment, sampling of perimeter air monitoring during construction, personal air monitoring, geotechnical investigation as it relates to mapping of NOA bearing formations, design and/or evaluation of special topsoil cover requirements for disposed soils and debris, distribution of changes to BMP's and additional meetings.

Provide the DEPARTMENT with suggestions for safety precautions, operating procedures and adjustments to the DEPARTMENT's maintenance manual and procedures.

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

Budget Division

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

Date: September 14, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Katrina Nielsen, 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 HEALTH AND HUMAN SERVICES –
AGING AND DISABILITY SERVICES DIVISION (ADSD) –
PROVIDER AGREEMENT FORMS**

Agenda Item Write-up:

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following amended provider agreement form to enable them to enter into an agreement with providers to provide services for individuals with intellectual disabilities and related conditions:

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

Additional Information:

The original provider agreement between ADSD and contracted providers was approved at the January 13, 2015 Board of Examiners' Meeting.

Statutory Authority:

NRS 433.354

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



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

3416 Goni Road, D-132
Carson City, Nevada 89706

(775) 687-0545 • Fax (775) 687-0573

jpruneau@adsd.nv.gov

Richard Whitley
Director

JANE GRUNER
Administrator

DATE: September 01, 2015
TO: Nikki Hovden, Budget Analyst V
Department of Administration
FROM: Jane Gruner, Administrator *JG*
Aging and Disability Services Division
THROUGH: Ellen Crecelius, Deputy Director *ec*
Department of Health and Human Services

RECEIVED

SEP 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

REGARDING: ATAP/NEIS Provider Agreement-Approved by BOE 01/13/2015
Provider Agreement-Amendment 1 request to be approved to form.

The Aging and Disability Services Division requests approval of Amendment 1 to the ATAP/NEIS Provider Agreement as to form. This amendment adds in Section III-Both Parties Agree: # 2 which includes a reference to NRS 41.035 to 41.039 to include as applicable for all governmental entities (including NSHE) and changes to Attachment DD-Business Associate Addendum.

Amendment 1 changes:

Master Services Provider Agreement

Page 4 of 7, Section III, Both Parties Agree to:

2. The State and any provider who is a government entity will not waive and intends to assert available NRS chapter 41 liability limitations including NRS 41.035 to NRS 41.039. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.

Attachment DD-Business Associate Addendum

1. Section II-Obligations of the Business Associate, #9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.-
Removed
2. Section VI-Miscellaneous, #3. **Indemnification. Added-** In accordance with the limitations of NRS 41.0305 to NRS 41.039, 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.

Please don't hesitate to contact me if you have any questions regarding this request.

Jamie Pruneau-Contract Manager
Aging & Disability Services Division
phone (775)-687-0532
fax (775) 687-05

IN WITNESS WHEREOF, the parties approve the Aging and Disability Services Division, Provider Agreement to form:

for Julie Katerbaum 9-4-15
Jane Gruner Date

Administrator, Aging and Disability Services Division
Title

for Ellen M. Cuccia 9/8/15
Richard Whitley Date

Director, Department of Health and Human Services
Title

Approved as to form by:

Sandra C Anderson
Attorney General's Office Date

Chief
Senior Deputy Attorney General
Title

APPROVED BY BOARD OF EXAMINERS

Signature-Board of Examiners

Date

Master Services Provider Agreement
State of Nevada Department of Health and Human Services
Aging and Disability Services Division
Autism Treatment Assistance Program / Early Intervention Services Program
&

Provider Name	
Business Name	
Business Address	
Telephone Number	Fax Number
Tax Identification Number	Vendor Number

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Autism Treatment Assistance Program (ATAP), and/or Nevada Early Intervention Services (NEIS) Program, (hereinafter called "State" or "Division" or "Program") and the undersigned Provider, or Provider group, and its members (hereinafter called "Provider") is dated as set forth below and is made pursuant to Nevada Revised Statutes, Chapter 427A there under and PL 108-446 (IDEA, 2004), respectively, to provide appropriate and timely services authorized for reimbursement by the particular Program (hereinafter called "Services") to eligible Division Recipients (hereinafter called "Recipients"). State of Nevada, Aging and Disability Services Division, ATAP and EIS, are authorized to contract for and Provider is ready, willing and able to provide such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Division relating to the Provider's performance under this Agreement.
2. To operate and provide Services to qualified Recipients without regard to age, sex, race, color, religion, national origin, sexual orientation, disability or type of illness or condition. To provide Services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794).
3. To operate and provide Services to qualified Recipients in compliance with the requirements of the Civil Rights Act of 1964, as amended, and 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 offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
4. To provide Services and seek claims reimbursement in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 contained in 45 CFR 160 and 164 and the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 CFR. §§ 36.101 through 36.999, inclusive.
5. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render service under this Agreement. Where applicable, the provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted at the time of each license/certification renewal.
6. Provider shall be knowledgeable of and abide by all applicable federal and state laws, rules, regulations and policies related to Autism Spectrum Disorder and/or early intervention services including but not limited to 34 CFR Part 303 of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 34 CFR Part 99 (Family Education Rights and Privacy Act (FERPA), and Nevada IDEA Part C Office-Early Intervention Services Policies.

ADSD – ATAP/NEIS Provider Agreement – BOE Approved Date: 01/13/2015-Amendment 1-BOE Approved Date:

7. To adhere to standards of practice, professional standards and levels of Service and to comply with all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of Services and submitting reimbursement claims pursuant to the Program and this Agreement, and any changes thereto during the term of this Agreement.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, Scope(s) of Work, and rates for services are hereby incorporated into this Agreement as ATTACHMENT AA, "Scope of Work".
 - b. Any changes to the requirements outlined in ATTACHMENT AA during the term of this Agreement shall automatically be incorporated into this Agreement.
8. To provide for insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement. 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 expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.
 - a. Any waiver to any particular Insurance Requirement must be requested and justified in writing by the Provider, and approved by the Division.
 - b. All relevant Insurance coverage requirements, waivers of requirements, insurance schedules, Program statutes, regulations, administrative policies and procedures are hereby incorporated into this Agreement as ATTACHMENT BB.
 - c. Any changes to the requirements outlined in ATTACHMENT BB during the term of this Agreement shall automatically be incorporated into this Agreement.
9. All prospective providers must read and adhere to the Billing and Provider Services Manual for the specific Program applied for.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, reimbursement and billing guidelines constitute the "Billing and Provider Services Manual" and are hereby incorporated into this Agreement as ATTACHMENT CC.
 - b. Any changes to the requirements outlined in ATTACHMENT CC during the term of this Agreement shall automatically be incorporated into this Agreement.
10. No Services may be provided to a Recipient, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors) separate execution and delivery of the Division's Business Associate Agreement or otherwise receipt of the Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall within an exception from the HIPAA business associate requirements recognized by the federal Office of Civil Rights (HIPAA Privacy). Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, legal services, accounting services, consulting services, data aggregation, and office management.
 - a. The Division's Business Associate Agreement shall be incorporated into this Agreement as ATTACHMENT DD.
 - b. Any changes to the requirements outlined in ATTACHMENT DD during the term of this Agreement shall automatically be incorporated into this Agreement.
11. The "Provider Enrollment Application" submitted and signed by the Provider shall be incorporated into this Agreement as ATTACHMENT EE.
12. To exhaust all Administrative remedies prior to initiating any litigation against the Division.
13. That the Provider's 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 Services and reimbursement claims under this Agreement 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 Division or its designee. All subcontracts shall reflect requirements of this paragraph.

14. That the Division reserves the right to use appropriate enforcement actions to correct substantial non-compliance related to ATAP, NEIS, and/or IDEA Part C Office provider certification, or auditing. ATAP, NEIS, and/or IDEA Part C Office will notify the State Aging and Disability Services Division of impending enforcement actions. Enforcement actions agreed upon by the ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division may include: a) denying payment for services for which noncompliance is documented; b) delaying reimbursement until correction(s) is made of substantial noncompliance; c) halting all new referrals until the deficiency is corrected; d) delaying payment if all required data or corrective action reports are not submitted by timeline required; e) amending the provider agreement to revise the ending date; f) requiring mandatory training or technical assistance from either ATAP, NEIS, and/or IDEA Part C Office staff related to noncompliance or g) terminating or non-renewal of the service provider agreement.
15. The Provider will have the opportunity to meet with ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division to review the available data, explain what will be necessary to achieve compliance and determine what evidence must be provided to review the enforcement actions.
16. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division, ATAP, NEIS, and/or IDEA Part C Office.
17. That by signing this Agreement, Provider certifies 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
18. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this 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.
19. All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) working days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
 - b. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Division Funds.
 - c. When there is a change in ownership, the terms and agreements of the original Agreement is assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Division, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement.
20. Ensure provider's staff is respectful and professional while providing services with families.

II. Division Agrees:

1. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.
2. To make available all templates of program forms, preferably electronically, relevant training notices, policy documents and other necessary information that may be required for use by the service provider.

III. Both Parties Agree:

1. That this Agreement may be terminated as follows:
 - a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause.
 - b. State Termination for No appropriation. The continuation of this 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 Agreement upon 30-day notice, 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 Division'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 Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party.
 - d. Winding Up Affairs upon Termination. In the event of termination of this 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, which are undisputed and otherwise not subject to set off under this Agreement or the Program;
 - ii. Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
2. The State and any provider who is a government entity will not waive and intends to assert available NRS chapter 41 liability limitations including NRS 41.035 to NRS 41.039. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.
3. Neither party shall be deemed to be in violation of this 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 Agreement after the intervening cause ceases.
4. This 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, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
5. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

6. **Contract Closeout:** When a provider agreement expires and there is not intent to renew or extend the agreement or the agreement is terminated, contract close-out procedures must be completed to ensure that the terms of the agreement have been accomplished. Aging and Disability Services Division will appoint a fiscal and a program staff employee to serve as the official close-out team. The primary responsibility of the close-out team will be to coordinate with the community provider to develop a plan for reaching a settlement with payment deadlines. The close-out team will review all documents and begin discussions to resolve any outstanding claims and/or issues with the provider. The community provider will assist in the orderly cessation of operations as specified by a termination letter or electronic correspondence which will be developed and signed by both parties, giving consideration to these and any additional issues:
 - A listing of the provider's obligations;
 - A schedule for resolving any provider performance issues;
 - A schedule for the provider to submit outstanding invoices and payments, inventory schedules and other necessary accounting/fiscal documents;
 - Arrangements to return any state-owned equipment, resources or assistive technology devices to Aging and Disability Services Division;
 - Arrangements to cancel any supplies, equipment, and/or services ordered but not delivered;
 - The provider will cancel any subcontracts and settle any outstanding billing claims; and
 - Notification to the provider that all debts are past due after 60 days of the payment date and any past due debts will be assigned to the State Controller for collection.
7. **Transfer of Children's Caseloads and Records:** If the Aging and Disability Services Division does not renew or terminates a provider agreement, the provider will assist in the orderly transfer of children served under this agreement. The provider must complete documentation and any necessary follow-up on all currently enrolled children and will develop a plan to transfer all children receiving services to another provider, as directed by the Program. Arrangements for transferring children caseloads and records to the new community provider or Nevada Early Intervention Services. Failure to fulfil this requirement may result in the final payment being decreased by Aging and Disability Services Division. Aging and Disability Services Division will notify the IDEA Part C Office that all referrals will be discontinued to the community provider.
8. **Contract Closure:** By the due date established by the Aging and Disability Services Division's close-out term, the community provider is required to submit final financial reports. To close out the contract, Aging and Disability Services Division must be certain that all terms of the termination agreement have been accomplished before any final payment to the provider is approved. Pursuant to chapter 353C of Nevada Administrative Code, Aging and Disability Services Division will send a certified letter to the provider with notification that any unpaid debt will be turned over to the State Controller for collection with 60 days after the debt becomes past due, unless the provider requests an administrative hearing to contest the existence or amount of the debt.
9. Aging and Disability Services Division may refuse to transact business with a provider who owes a debt to the State of Nevada or any of its agencies. Aging and Disability Services Division will provide written notification to the community provider when the provider agreement is closed.

IV. Reimbursement:

1. The Program will provide reimbursement payment for authorized and timely claimed Services provided to qualified Recipients by the enrolled Provider, for any such Services actually and properly rendered by the Provider in accordance with Program statutes, regulations, administrative policies and procedures. The Program's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force with respect to the Program's receipt of each Provider claim.
2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.

3. Provider shall immediately repay the Program in full for any claims where the Provider received payment from another party or the Recipient after being paid by the Program. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future Program payments at the discretion of the Program.
4. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.
5. Provider shall submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn will forward to Aging and Disability Services Division for payment approval.
6. Provider shall bill/invoice the Program according to the most currently established Rates List, and include a signed dated invoice with required supporting documentation, reflecting actual services provided and delivered to eligible recipients and their families as set forth in the "Service Plan". These rates current as of the signing of this agreement, are located in the "Scope of Work" (ATTACHMENT AA), and are subject to change according to the policies of the Division.
7. Provider shall use the billing forms and process that the state program provides for proper reimbursement as specified in the "Billing and Provider Services Manual" (ATTACHMENT CC). Provider shall ensure that the invoices submitted for reimbursement are accurate and timely. Incomplete bills and backup documentation will be returned by the Program to the Provider for correction which will delay reimbursement.
8. Provider shall provide data and other pertinent information as requested to ATAP, NEIS, and/or IDEA Part C Office and Aging and Disability Services Division.
9. Provider shall promptly refund the Aging and Disability Services Division for any duplicate or erroneous payments received.
10. Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services contained in this Agreement. Provider shall assume responsibility and liability for any remedies ordered by ATAP, NEIS, and/or IDEA Part C Office and associated expenses incurred from a complaint investigation, mediation, and/or due process hearing.
11. Provider shall ensure effective implementation of procedural safeguards for each eligible child and family, pursuant to federal ATAP, NEIS, and/or IDEA Part C Office regulations including FERPA and HIPAA.

V. Term of Agreement

This Agreement shall commence on the ____ day of _____, 20___. This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

The Division may terminate this agreement immediately when the Division receives notification that the Provider no longer meets any applicable professional credential/licensing/insurance requirements required as part of this agreement.

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

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road D-132
Carson City, NV 89706
Phone: 775-687-4210
Fax: 775-687-4264

Authorized Signature

Print Name

Print Title

Date

Provider Name

Business Name

Authorized Signature

Print Name

Print Title

Date

Attachment AA

State of Nevada

Aging and Disability Services Division / ~~Autism Treatment Assistance Program~~

Scope of Work

Provider Name (Organization/Service Provider)

The Provider named above is a Service Provider of the following Provider Type (check one):

- Applied Behavior Analysis – Reference Pages 2 to 3
- Standardized Baseline Assessments – Reference Pages 4 to 5
- Therapeutic Services – Reference Pages 6 to 7

Provider Type Specific Scope of Work

The following content is broken into sections that are applicable ONLY to each specific Provider Type. Please refer to the section/pages applicable to the Provider Type of the named Service Provider.

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Definition of Applied Behavior Analysis (ABA)	2
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Applied Behavior Analysis

Definition of Applied Behavior Analysis (ABA)

Applied Behavior Analysis is an evidenced-based set of principles that form the basis for many behavioral treatments. Evidence-based treatments have been proven through research to be effective and improve the treatment of Autism Spectrum Disorder (ASD).

Applied Behavior Analysis therapy uses many techniques to increase language and communication skills; improve attention, focus, social skills, memory and academics. All of the techniques focus on antecedents, behavior and consequences. Discrete trial learning, incidental teaching (or natural environment training), the Early Start Denver Model (ESDM), verbal behavior, pivotal response training and natural language paradigm are all ABA-based therapies. All of the therapies are structured, collect data for targeted skills or behaviors and provide positive strategies for changing responses and behaviors.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Ensure that services are family-centered, culturally competent and are provided in a home and/or clinic setting. Family members have an integral and equal role in service planning, supporting the child's participation in ATAP services and meeting the outcomes identified in the Plan of Services.
4. Provide a detailed proposal of the treatment plan for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
5. Provide a progress report documenting the child's progress towards plan goals at the frequency outlined in the Provider Billing Manual.
6. Meet monthly supervision hourly requirements based on the plan type, provide monthly education and training when utilizing interventionists to ensure competency.
7. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
8. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.
9. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the

- first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.
10. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
 11. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds.
 12. Make available for Inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Standardized Baseline Assessments

Definition of Standardized Baseline Assessments

Standardized baseline assessments are completed on all children prior to treatment and upon closing. Assessments are to be completed by a licensed psychologist, a Board Certified Behavior Analyst or a certified speech-language pathologist and include a Vineland, cognitive and language assessment. Per NRS 427A.875, the assessments determine a baseline to measure the progress of and prepare a plan for treatment for children receiving ATAP. Results of the assessments are shared with the family and service provider to identify specific behaviors to be addressed and the expected outcomes.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Provide a detailed report of the assessment results for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
4. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
5. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.
6. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.
7. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
8. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds.

9. Make available for inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All Invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Therapeutic Services

Definition of Therapeutic Services

Therapeutic services are narrow in scope and address a selected group of skills which impact the family and child. The services address; communication, physical and sensory limitations. Services are delivered by a Licensed Speech Language Therapist, an Occupational Therapist or a Physical Therapist who has experience in the treatment of Autism.

Occupational Therapy— Services to address the functional needs of an infant or toddler with a disability related to adaptive fine motor and sensory development provided by a licensed occupational therapist.

Physical Therapy— Services to address the promotion of sensorimotor function and gross motor development provided by a licensed physical therapist.

Speech-language pathology— Identification of communication or language disorders and provision of services for the treatment of delays of the development of expressive or receptive communication skills provided by a certified speech-language pathologist.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division.
2. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the Plan of Services process through accurate and timely implementation of the services as mutually determined and agreed to by the ATAP care managers and consented to in writing by the child's parent/legal guardian.
3. Ensure that services are family-centered, culturally competent and are provided in a home and/or clinic setting. Family members have an integral and equal role in service planning, supporting the child's participation in ATAP services and meeting the outcomes identified in the Plan of Services.
4. Provide a detailed proposal of the treatment plan for the purposes of planning and development of the Plan of Services for children covered under this Agreement in a timely and comprehensive manner according to the policies outlined in the Provider Billing Manual.
5. Provide a progress report documenting the child's progress towards plan goals at the frequency outlined in the Provider Billing Manual.
6. Meet monthly supervision hourly requirements based on the plan type, provide monthly education and training when utilizing interventionists to ensure competency.
7. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
8. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, treatment proposals, etc. must be made available upon request.

9. Provide Criminal background checks (required) for personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the provider or employee, not the State of Nevada, Aging and Disability Services Division.
10. Provide a full employment listing of all staff that provides ATAP services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
11. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds.
12. Make available for inspection all ATAP child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. All invoices must be completed monthly and cover a one calendar-month period. Invoices must include back-up documentation as outline in the Provider Billing Manual and must be submitted to the Aging and Disability Services Division administrative offices by the 10th day of the following month.
2. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections; b) major service program deficiencies have been identified by the State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.

Signature Block

Service Provider/Organization Name

The Provider named above is a Service Provider of the following Provider Type (check one), and agrees to adhere to and comply with the requirements as identified in this Scope of Work:

- Applied Behavior Analysis – Reference Pages 3 to 4
- Standardized Baseline Assessments – Reference Pages 5 to 6
- Therapeutic Services – Reference Pages 7 to 8

Service Provider Signature _____ Date _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Fax Number _____

Email Address _____

ATAP Rates List

Service	Amount	Approval
Tools, supplies, plan start-up, or equipment	\$500 basic; additional supplies require program manager approval up to a maximum of \$4,000.	Care Manager to approve up to \$500; additional requires program manager approval.
Communication Devices	Up to \$1000	Proposal must be submitted to Program Manager for approval.
Interventionist Hours	Up to \$25/hour	
Tier 1 Supervision	Up to \$1,000/ month	
Tier 2 Supervision	Up to \$700/ month	
Tier 3 Supervision	Up to \$500/month	
Rural/Language Supplement	Up to \$500/month	Requires program manager approval on a case by case basis.
Social Skills	Up to \$80/hour individual Up to \$40/hour group	
Physical Therapy	Up to \$100/hour not to exceed \$600/month	
Occupational Therapy	Up to \$100/hour not to exceed \$600/month	
Speech Therapy	Up to \$100/hour not to exceed \$600/month	
Program Training -CABI Training	Up to \$500 biannually per interventionist	
-Wait List Parent Training	Up to \$500 annually per family	
Diagnostic Tests		
Formal Evaluation	\$1500	
Cognitive Assessment	\$395	
Adaptive Skills Assessment	\$290	
Formal Behavioral or Speech Assessment	\$350	
Provider Baseline Assessment (includes initial)	UP TO \$2500	Prior approval with written proposal

Revised 9/7/2012

Nevada Early Intervention Services Rates List

Service	Amount	Approval
Comprehensive Services	\$565/month	Health Program Manager
Intensive Behavioral Services Rate includes BCBA and not certified	Up to \$24.20/ 15 minutes Cancellation*-Not to exceed \$20	Health Program Manager
Instructional Aid	Up to \$6.50/ 15 minutes Cancellation*-Not to exceed \$10	
Assistive Technology	Up to \$30/ 15 minutes Cancellation*-- Not to exceed \$20	Health Program Manager
Family Training & Counseling		
Health services		
Nursing		
Nutrition		
Occupational Therapy		
Physical Therapy		
Psychological services		
Social Work		
Special Instruction		
Speech-language pathology		
Transportation		
Vision		
Rural Differential Fee for Service	Up to \$30/session Cancellation*- Not to exceed \$20	Health Program Manager
Medical (diagnostic or evaluation)	Up to \$190/hour	Clinical Program Manager II
Medical transcription services and revisions	.10 (ten cents)/ per line not to exceed \$5.85/ per page	Health Program Manager
Sign language and cued language instruction	Up to \$20.00/ 15 minutes per individual Up to \$100/hour per group, but additional \$10 per individual after group of 10	Health Program Manager
Mandatory meetings/trainings Child Reviews/Team Meetings	Up to \$30/15 minutes	Health Program Manager
Audiology Onsite:	Up to \$30/15 minutes	Health Program Manager
Offsite:	Up to \$150/service	

*Cancellation per session: Less than one business day notification of cancellation or no-show from family or provider; not to exceed one unit per child, per visit.

ATTACHMENT BB
MINIMUM INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Suite #132 Carson City, NV 89706, "Attention Contracts".

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

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

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

All certificates required by this Contract shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Suite #132 Carson City, NV 89706, "Attention Contracts". The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

SECTION B – PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for **"sexual molestation and physical abuse"**.

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons should have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies should be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

Below is a reference checklist for your required insurance coverage:

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

- 1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

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

- Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- 5. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- Sexual molestation and physical abuse** \$100,000

- Fidelity Bond or Crime coverage** \$100,000

- ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature Date Title

Signature-State of Nevada Date Title

ATTACHMENT CC

Autism Treatment Assistance Program (ATAP)

SERVICE PROVIDER MANUAL

State of Nevada – Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D - 132
Carson City, Nevada 89706
Phone 775-687-4210; Fax 775-687-4264
adsd@adsd.nv.gov

April 25, 2013

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April 25, 2013

AUTISM TREATMENT ASSISTANCE PROGRAM SERVICE PROVIDER MANUAL

The billing procedures addressed in this manual refer to the Autism Treatment Assistance Program (ATAP). Providers must complete a Provider Agreement application and meet all requirements set forth in the agreement by the State of Nevada Aging and Disability Services Division (ADSD) and utilize ATAP's agreed upon rates (see ATAP's Rates List).

1.0 Plan of Services Authorization

- 1.1 Care Managers will authorize all services to be provided for each recipient. ADSD will only reimburse Providers for services pre-authorized by Care Managers.
- 1.2 When a recipient is approved for a program, the Care Manager will request a written proposal from the Provider to complete a *Plan of Service* and establish the budget.
- 1.3 Once the *Plan of Service* is completed by the Care Manager and approved by the Program Manager, it will be faxed or emailed to the Provider. Services cannot be started until this approval is received by the Provider.
- 1.4 The Provider will inform the Care Manager of any changes in the provision of services for each recipient. The Care Manager must approve any changes in the delivery of services and requests for additional funds to the recipient. Permanent changes will require a proposal submitted by the Provider, a new *Plan of Service* completed by the Care Manager and approved by the Program Manager.
- 1.5 The *Plan of Service* is not to exceed the approved dates of service. Care Managers will reauthorize services yearly or sooner if a recipient's situation warrants a change.

2.0 Tiers of Supervision and Allowable Expenses

- 2.1 There are three tiers of supervision available in the ATAP program for ABA/VB/PRT programs. Supervision includes: program development; ongoing assessment and treatment oversight; report writing; demonstration with child; school or session observations; Interventionist and Authorized Representative (AR) training/education. All three tiers must be overseen by a Licensed Psychologist or a Board Certified Behavioral Analyst who has experience in the treatment of Autism, although the actual supervision may be provided by other professionals at their direction.
 - 2.1.1 Tier 1 must include at least 6 hours of direct supervision with the child, Authorized Representative, and their Interventionist(s); monthly progress reports are required.
 - 2.1.2 Tier 2 must include at least 4 hours of direct supervision with the child,

Authorized Representative, and their Interventionist(s); bi-monthly progress reports are required.

2.1.3 Tier 3 must include at least 3 hours of direct supervision with the child, authorized representative, and their Interventionist(s); quarterly progress reports are required.

2.2 Materials and supplies are allowable services that can be billed in addition to the supervision tiers, but should be listed separately on the invoice. Materials must be pre-approved by the Care Manager and recommended by the Provider.

2.3 Initial month may include additional supervision hours as defined in the plan to address: program development, establishment of child's baseline, training across all Interventionists and AR, and additional funds for Provider recommended learning materials.

2.4 Providers who choose to employ their own Interventionists must bill their services in 15 minute increments only.

2.5 Therapeutic or Social Skills Providers are to bill hourly/session rates as defined by the ATAP rates list.

2.6 Rural supplement may be available with Program Manager approval.

3.0 Travel

3.1 Travel time is billable at \$60 per hour when a monthly program rate is charged, if applicable, and:

- Applies only to time in transit, per trip not per child;
- Applies only when the service location is more than 50 miles from the Provider's primary place of business; and
- Travel time may only be paid if local Providers are not available to meet the need.

3.2 Travel applies only per trip, not per child.

3.3 Travel is not charged against the child's budget; it is paid out of the general ATAP budget.

3.4 Mileage may be reimbursed when the service location is more than 50 miles from the Provider's primary place of business.

3.5 Airfare and lodging (lodging at current State rate) may be reimbursed with approval from the Program Manager with submission of all receipts.

3.6 Exceptions to the travel policy may be made by the Program Manager when such an exception is in the best interests of the program and program participants.

4.0 Transportation

ATAP will not provide reimbursement for Providers to transport recipients.

5.0 Medical Services

ATAP is a non-medical program. Providers may not perform any medical services. ADSD will not reimburse a Provider for any services not noted on the Plan of Services. The Care Manager should be contacted if there are any questions regarding the tasks to be performed.

6.0 Service Verification and Progress Reports

- 6.1 Providers are responsible for obtaining from the child's Authorized Representative (AR) service verification of the dates, times, amounts and types of service provided. Each document must contain original signatures and be obtained on the date of service. Any billing not containing an original signature at the time of service will be rejected. Corrections to verification forms must include parent initials.
- 6.2 Providers must supply a progress report documenting the recipient's progress towards plan goals to the Care Manager. Frequency of progress reports is determined by the tier of supervision.
- 6.3 Providers must also supply quarterly and annual reports to the Care Manager documenting the recipient's progress towards plan goals.
- 6.4 Providers must supply impact targets upon request and annually.
- 6.5 Speech, Occupational and Physical Therapists are required to submit "session notes" at the time of billing and quarterly reports summarizing the child's progress towards plan targets to the Care Manager. Impact Target forms are required be completed at intake and annually.
- 6.6 Social Skills Providers are required to submit quarterly progress reports to the Care Manager. Impact Target forms are required be completed at intake and annually.
- 6.7 All monthly, quarterly, and annual progress reports must be submitted in a timely manner. See sample reports provided by ATAP. The report should include at a minimum:
 - Total number of weekly hours child received during the reporting period. Hours should include a breakdown of Interventionists/Provider delivered hours and AR delivered or funded hours.
 - Parent concerns and how they are being addressed.
 - A list of current programs or skills on acquisition with introduced date.
 - A list of programs on maintenance.
 - A running list of programs mastered to date.
 - An overview summary of the child's behavior across areas and how it is being addressed with a summary of the data.

- If a behavior plan is in place, report should also address how behavior plan is implemented.
- The report should also include for each program currently being practiced:
 - Instructions on implementation
 - Number of mastered responses or items
 - Date program or format was introduced
 - Number of times program practiced for the reporting period or number of opportunities presented.

6.8 Failure of the child or Provider to meet the requirements of quarterly or annual reviews may result in a plan type change, probation or an exit from ATAP. This includes when a child's medical condition limits access to treatment or demonstration of progress as defined in the plan type. Please refer to the ATAP Support Manual-Section 7: Your Child's Progress for additional information regarding quarterly and annual reviews.

6.9 Please refer to ATAP Support Manual for ATAP Plan Types and requirements.

7.0 Cancellation of Service Appointment

7.1 Whenever possible, the recipient will cancel services by notifying the Provider as far in advance as possible.

7.2 Recipient cancellations made at least 72 hours in advance cannot be billed to the recipient or ATAP. Cancellations made less than 72 hours in advance may be billed, at the Provider's discretion.

7.3 ATAP will pay for one cancellation per year. If additional cancellations will be billed to the family, Providers must establish a clear cancellation policy and provide it to families and the ATAP Care Manager in writing.

7.4 Supervision hours should be made up when possible as hours are averaged across the year to meet monthly plan requirements for the child. Example: Comp. plans require a minimum of 4 hours per month or 48 hours per year, ATAP allows for 4 total hours to be missed due to one cancellation within a 12 month period.

8.0 Provider Training

8.1 Providers must meet the monthly supervision hourly requirements of the plan type which include ongoing training.

8.2 Providers should create and promote opportunities for AR involvement and deliver training and education at a level accessible to the AR. AR training requirements will be outlined in the *Plan of Service*

8.3 Providers must deliver monthly education and training when interventionists are utilized to ensure competency.

9.0 Provider Licensing, Ethics, and Background Checks

9.1 Providers who employ Interventionists must ensure that they undergo State and criminal background checks a minimum of every five (5) years, and as indicated, to ensure no convictions of applicable offenses have occurred. Documentation of

the request, and applicable results, must be maintained in the personnel record and made available to ADSD upon request.

9.2 Providers who employ Interventionists must ensure that they complete and sign the Interventionist Ethics form included in this manual.

9.3 All Providers must provide ADSD with documentation of all licensing as required by State regulations and/or any Provider-specific licensure or certification. Additionally ADSD must be notified immediately of any change in licensure or certification.

10.0 Billing Procedures

10.1 Bills will only cover a one calendar-month period; i.e., portions of previous or subsequent months are not to be included. For example, the bill for June is to cover June 1 through 30 only. Do not include any days for May or July.

10.2 Provider Invoices:

- A. A Provider invoice must be completed at least monthly, during months where ATAP recipients were served, that include services for all recipients served that month.
- B. Providers may computerize the form, or use the Excel spreadsheet supplied by ADSD, for their own convenience as long as the format remains intact.
- C. All Service Verification Logs signed by the AR Must be attached to the Provider invoice for each recipient. All invoices, Verification Logs, Excel spreadsheet and travel forms must be mailed to the ADSD Administrative office.
- D. The Progress Report must be either in the format included in this manual or supply the same detailed information if in another format and submitted to the Care Manager as required based on the Tier of Supervision.
- E. ADSD will not reimburse Providers for service without written verification of the dates, amount and types of service provided.
- F. The Provider name and address must be the same as listed on the Provider Agreement. ADSD must be notified in writing of any changes. The Provider is also responsible for reporting any name and address changes, or deletions, to Vendor Services at the State Controller's office.
- G. Supervision hours are paid based on meeting the Tier. Example: when a Provider only delivers 5 hours of supervision instead of 6, he will be paid at Tier 2; 3.5 hours will be paid at Tier 3. If less than Tier 3 hours of supervision are delivered, but some training did occur, the Provider may bill for \$125 per hour. Billing outside of or in addition to the tier will require pre-authorization from the care manager unless agreed upon in the supervision agreement portion of *Plan of Service*.

10.3 Submission of Bills

- A. All billing packets must include and invoice with an original signature, all travels forms with an original signature and Service Verification Logs with the Provider and AR signatures.
- B. All invoices must have a unique 10 digit Invoice Number. This unique number must not be used on any other invoice for any other program and re-used in a new billing month or year.
- C. Receipts to document proof of materials purchased must be submitted with the invoice.
- D. All Bills are to be submitted to the ADSD Administrative office (see attached Billing Address)
- E. Bills will be submitted by the 10th day of the following month.
- F. Reimbursement for bills submitted after the 10th day of the following month may be delayed.

11.0 Payment of Bills

- 11.1 Bills will be reviewed for accuracy and compliance as to the type and amount of services authorized.
- 11.2 Bills reviewed and approved by the Program Manager are then submitted to the ADSD fiscal unit for payment. Incorrect bills will be returned to the Provider per Section 12.0.
- 11.3 The State Controller will issue a check or Electronic Funds Transfer for distribution. Checks are mailed directly to the Provider. The payment process may take up to 4 weeks after ADSD has received a complete and correct bill.
- 11.4 A copy of the summary invoice will be attached to the check to reflect which services are being paid.
- 11.5 Invoice approval will be delayed and payment may be held pending receipt of ATAP approved Progress Reports or other requested documents by the Care Manager. This may cause your invoice to be stale-dated (see 12.0 below).

12.0 Incorrect Bills

Incorrect Provider invoices and accompanying documentation will be rejected. Providers will be requested to submit a revised Provider invoice and accompanying documentation for verification and approval of payment. All revised invoices and accompanying documentation must be returned timely to the ATAP Care Manager or ADSD Administrative office for payment.

13.0 Stale-dated Bills

- 13.1 Bills that are submitted more than 45 days after the end of the service month are considered "stale-dated claims."

13.2 ADSD may not reimburse Providers for stale-dated claims unless documented good cause is shown why the bill was not submitted in a timely manner. An example of good cause would be an event or disaster that disrupts normal services.

14.0 Adjustments to Bills

Occasionally, an overpayment or underpayment may be made. When this occurs, a letter will be sent to the service Provider explaining what has occurred and how the adjustment will be made.

15.0 Questions on Payment

Questions on payment of submitted bills should be directed to the Program Manager.

16.0 Record Retention

Providers are required to retain records of individuals under the age of 23 yrs, whose case has been closed, pursuant to NRS 629.051 for a minimum period of six (6) calendar years from the date the individual turns 23 years of age.

16.1 Each Provider agency must maintain a file for each recipient. In the recipient's file, the Provider must document the actual time spent providing services and the services provided.

16.2 The Provider must also maintain medical and financial records, supporting documents, and all other records relating to services provided under this program. If any litigation, claim, or audit is started before the expiration of the retention period, records must be retained until all litigation, claims, or audit findings have been finally determined.

Proposal for ATAP Services

Client:

DOB:

Address:

ID:

Provider:

Proposed Plan Type:

Background Information/Client Limitations/Parent Concerns/Assessment Review/Baseline Data:
(This section should correlate with plan targets)

Goals and Behavior to be targeted in this plan will include:

- (1)
- (2)
- (3)
- (4)
- (5)

Provider/Supervision Agreement:

Services based on Funding of X per month:

X hours of 1:1 ABA therapy with interventionist per week at X rate

X hours of supervision/parent training with a consultant at X rate

X hours of social skill training/month at X rate

X hours of school observation per month at X rate

X hours community support/month at X rate

Name

Signature

Date

Minimum Requirements for a Comprehensive Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours). Use table provided below.
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Quarterly Objectives relating to plan targets, must be across at least 4 domains.
- 8) Baseline data quarterly objectives.
- 9) Summary of current data on quarterly objectives (Cannot be a narrative only. Must include actual data and data collection methods).
- 10) A list of all concepts/program on acquisition. Must include all domains. Indicate which programs are being conducted by AR.
- 11) Date of introduction for each concept/program/format.
- 12) Correct response rate, prompted response rate, number of mastered targets, number of times practiced if possible, detailed program instructions/recommendations for each.
- 13) A running list of concepts/programs mastered to date.
- 14) Behavior plan with proactive strategies and data summary, reinforcement system for increasing desired behavior.

ATAP Comprehensive Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	August 1, 2009
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	3 years, 4 months
Date of Initial Consultation:	February 1 st and 7 th , 2012
Date of Current Consultation:	December 4 and 12, 2012
Length of Consultation:	4 hours
ATAP Plan Type/Length:	Comprehensive Plan 2/1/2012-1/31/2014
Average Weekly 1:1 Hours:	26.5
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionists Patricia Jones, Jane Williams, and Linda Brown
Date Drafted:	December 13, 2012
Date Edited:	December 14, 2012

- A parent or guardian 21-years or older must be at the residence throughout teaching times and an AR must be present workshop consultations.

Methodology and Measurement

The ABA Provider curriculum and structure are used. Skills are taught using discrete trial teaching in adherence with discrimination-learning procedures, including systematic introduction of prompts that are faded over time as skills are acquired. Generalization strategies across people,

environments, stimuli and instruction are introduced following evidence of discrimination (i.e., as skills permit). Behavior-specific praise and differential reinforcement are delivered during teaching hours. Anecdotal data and discrete trial data are taken as necessary.

ATAP Goals and Plan Targets

The ABA Provider verifies that John's ATAP goals and plan targets for a Comprehensive Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home interventionists and parents at least once per month for at least four hours. Further, The ABA Provider consultant provides recommendations and training to the interventionists and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Baseline Data, Goals, and Progress for the PREVIOUS quarter across specific programs are indicated below:

1) Compliance-Come Here

Quarterly Goal: Will transition when requested without being enticed by a preferred item with accuracy rates of at least 80% across at least five consecutive days.

Baseline: John will transition with rates indicating mastery when enticed with a preferred item.

Current: John has demonstrated mastery of this skill. Data for the report period indicates he transitions when provided the instruction, "come here" without prompting or being enticed during treatment hours with 87% accuracy.

Status: Goal achieved

2) Self Help-Dressing

Quarterly Goal: Will remove pants upon instruction, without prompts across five consecutive days.

Baseline: John will remove socks and shirt. Removal of pants in preparation for toilet training was introduced during the September consultation with prompting.

Current: John has demonstrated mastery of removing his pants, but does not have discrimination of removing and putting on.

Status: Goal achieved

3) Choices

Quarterly Goal: Will make a choice from a field of three presented 3D items with 80% accuracy across at least three consecutive sessions.

Baseline: John will make choices from a field of two with 75% accuracy.

Current: John will make choices from a field of three of 3D items with an average 98% accuracy across 15 sessions.

Status: Goal Achieved

4) Matching-Colors

Quarterly Goal: Will demonstrate mastery (80% or higher in a field of three or more across at least 3 days) of matching 10 colors.

Baseline: This program was introduced during the September consultation. John did not demonstrate correct responding when instructed to match colored cards to their corresponding colored cards.

Current: John has demonstrated mastery of matching all colors with accuracy rates at an average of 91% across the last 10 sessions.

Status: Goal Achieved

Baseline Data and Goals for the CURRENT quarter across specific programs are indicated below:

1) Compliance and Decreasing Stereotyped Behavior

Relinquishing Items From Mouth

Quarterly Goal: Will relinquish non-food items from mouth upon request on four out of five opportunities.

Baseline: John requires prompting to relinquish non-food items from his mouth. During the current consultation, he responded to the instruction without prompts with 0% accuracy.

2) Play/On-Task Behavior

Activity Schedule

Quarterly Goal: Upon request, John will transition to a play skill, prepare it for completion, complete/play, then clean up and put away without prompts.

Baseline: John requires prompts across all steps.

3) Communicating Wants/Needs

Choices

Quarterly Goal: Will make a choice from a field of four presented two-dimensional items.

Baseline: John will make choices from a field of three, three-dimensional items.

4) Language

Object Labels-Receptive

Quarterly Goal: In a field of 3-4 John will discriminate 15 different functional objects.

Baseline: As of 12/2012, John had not demonstrated mastery of any objects in this format.

Teaching Technique Recommendations

Interventionists should pair social praise with primary reinforcement to increase desired behaviors. All undesired behaviors such as tantrums or aggression should only be provided with extinction (i.e., withholding reinforcement that has been previously paired with the behavior, such as attention or removal of demands). Mastered items, incorrect responses and non-responses should be provided with an informational "no." No more than two incorrect or non-responses should occur before giving prompting for mastered items. No more than one incorrect or non-response should occur before prompting for acquisition targets. When introducing a new target, proactive prompting must be implemented and faded as success permits. When using prompts, systematic removal of prompts needs to be obtained before considering any item mastered. Within each program, unless specified otherwise, no more than one item should be on acquisition at any time.

- Please refer to guidelines contained within the teaching packet for further detail and information.

Background Information

John lives with his mother, father and brother, also diagnosed with autism. Reports indicate no complications during John's mother's pregnancy. Developmental milestones varied as were typical and delayed (e.g., walked at 12 months, sat up at eight months). Language was delayed and has not developed typically (e.g., has minimal words, does not imitate sounds/words consistently) at two years and five months of age. John was evaluated by Early Intervention Services, Dr. Doctor in October 2011, and Dr. Neurologist in August 2011. Both Dr. Doctor and Dr. Neurologist provided a diagnosis of Autism. John currently attends school for four hours per day, five days per week in a self-contained preschool placement.

Program Update and General Observations

This was John's 11th month of treatment with The ABA Provider. Supervision for this month was 4 hours. See the table below for a summary of hours:

Quarterly Hours				
	September	October	November	Total Quarter
Supervision	4.5	6	5	15.5
Interventionist	81.5	90	88	259.5
AR	22	27	18	67
Total	108	123	111	342
Weekly Average	25	28.5	26	26.5

Interventionists and parents report increased attention and overall compliance during session time. John's teacher from his preschool program attends consultations at least every other month to collaborate on ATAP plan targets and IEP goals. This collaboration has been invaluable and John's generalization of skills from home to school is evidence. Ms. Teacher reports increased compliance, tolerance, and attending over the last three months.

The home and school team also report an increase in vocalizations. John will now occasionally repeat instructions provided across sessions.

Parent Concerns

John's parents continue to be concerned with the introduction of toilet training. Their concerns were addressed during this consultation. Parents will begin conducting diaper checks regularly and collecting data to look for patterns of voiding. Formal toilet training was scheduled and will be introduced on January 18th-21st, 2013.

General Recommendations

John should receive approximately 35-40 hours per week of one-to-one instruction to address delays across all areas (language, communication, cognitive skills, social skills, adaptive daily living, play) and behavioral excess (protest, tantrum, escape, stereotyped behavior). When conducting one-to-one, John should be engaged in structured play utilizing the program and recommendations written below. It is recommended to conduct teaching sessions for three hours at this time. Each hour should consist of 45-50 minutes of one-to-one instruction, followed by an extended 10- to 15-minute break period out of the therapy room.

- It is recommended that receive John six hour follow-up consultations approximately every four weeks.
- Interventionists must be familiar with behavioral learning principles and trained to teach according to discrete trial procedures and discrimination-learning procedures.
- It is also recommended that therapists receive continuous training on a regular basis (e.g., once per month) by The ABA consultant.
- At least one parent, all family members who participate in treatment or are active guardians, and all therapists should attend workshop consultations, take notes and review all consultation reports.
- It is strongly recommended that the teaching team with all related members (e.g., family and guardians) meet on a weekly or biweekly basis to discuss programs, procedures and to work with John in order to facilitate consistency across interventionists (i.e., person implementing behavioral procedures).
- E-mail or fax updates to the consultant at least three days prior to a workshop to allow for adequate preparation.
- Initiate phone or e-mail consultations between workshops on an as-needed basis.

Behavior Specific Reports, Observations and Recommendations

Challenging Behavior

Definition: Protest behavior is defined as a combination of John crying, whining, lying on the floor, trying to leave the teaching area and/or aggression (e.g., pushing, hitting, biting).

Suspected Function: Escape/Avoidance, Access

Intervention:

Proactive:

- Take a break approximately every 45 minutes during home sessions.
- Do not allow John (i.e., response block) to push/knock over objects or aggress towards you or himself.
- Keep the sittings short for all programs.

Reactive:

- It is important to record all inappropriate behaviors that occur during your session. Graphing John's data may reveal patterns or trends helpful in identifying the best intervention for reduction or elimination of the behavior.
- If the behavior occurs within a program or after a demand has been placed, place the verbal protest on extinction and follow through with the initial demand.
- All aggressive behavior should be blocked and placed on extinction. When blocking the behavior, use the least intrusive prompt in order to facilitate John to remain in the designated area and to refrain from aggression.
- Do not allow John to leave the area or room until he is calm (i.e., is not engaging in protest behaviors) and responds appropriately (i.e., complies with instructions).
- *Data Collection:* Continue to collect frequency data using the track sheet provided by this consultant.
- To distinguish one protest from the next, John should demonstrate calm behavior for 60 consecutive seconds.
- Report frequency per hour for each category of protest within the program update.
- Protests lasting over one minute require ABC data collection.

Antecedent	Behavior	Consequence
What events occurred immediately prior to the behavior?	What did the behavior look/sound like?	What events occurred while the behavior was occurring and immediately following the behavior?

- Make sure to objectively describe the events surrounding the protest behavior. These data are essential in determining the function of the noted behaviors. The function must first be determined before developing an appropriate behavior plan.

Data Review: During this consultation, John engaged in one protest lasting eight minutes. When presented with a non-preferred task, he demonstrated crying, escape behavior, made his body limp, and refused to sit at the teaching table upon request to complete a task. The interventionist placed the behavior on extinction, prompted appropriate sitting, redirected to a neutral activity and reinforced all acts of compliance until John calmed. Eventually the non-preferred task was re-introduced and compliance was demonstrated.

Protest duration and frequency for the dates 11/2/2012-12/1/2012 can be found below.

Total	Under 5 Seconds	Under 1 Minute	Over 1 Minute	Over 5 Minutes
1.7/hour	.58/hour	.79/hour	0/hour	.33/hour

Stereotyped Behaviors

The teaching team reported self-stimulatory behavior since the last consultation, which included mouthing items, and close inspection of items. During this consultation, John engaged in

repetitive behaviors (e.g., mouthing) approximately 13 times across the four hour consult. Per this brief observation, the function of the repetitive behaviors appeared to be primarily sensory stimulation.

- Proactively block John from putting items in his mouth.
- When John engages in repetitive behaviors, please do not give any attention/reinforcement to the behavior; instead redirect him to an activity that does not allow him to engage in the behavior and reinforce the appropriate behavior.
- Formally target responding to the instruction, “put it down” within the Compliance program. See program recommendations below.

Reinforcement Strategies

Contracting

Continue to present John with a box of reinforcers or hold up items for him to choose from before engaging him in a program. After John has chosen a reinforcer, say “my turn,” place the reinforcer next to him and give your instruction for the program. After one correct trial, give John his reinforcer for approximately 30 seconds, then take it back and begin your next trial.

- Variably allow John to play with his reinforcer without taking it or placing a demand on him, so that initiating play with an item is not decreased.
- Please be sure to keep reinforcers in a separate container, which John does not have access to outside of sessions.
- Continue to place novel reinforcers into the container to avoid habituation.

Strategies

Throughout this consultation, John would accept reinforcement contingent on correct and prompted responding.

- Be sure to present choices for reinforcement to ensure motivation.
- Interventionists should work at making the teaching situation as reinforcing as possible for John.
- Let one of your goals be to make John smile when you reinforce him for correct responses!
- Be sure to use a variety of reinforcers (e.g., edibles, toys, physical games) throughout the session.
- Please log notes on effective reinforcers and the names used within the Reinforcement Sampling program in the logbook.
- Interventionists starting a new session should note which reinforcements were previously used and probe new reinforcers to avoid habituation.
- Use preferred reinforcers sparingly and store them out of reach when not conducting treatment (i.e., potent reinforcers should be reserved specifically for session time).

Breaks

John should take a 10- to 15-minute structured break every 45-50 minutes. As discussed, these breaks should consist of free-play outside of the teaching room, watching television, snacks, walks, riding his tricycle or other play activities.

- Maintain standards of behavior during break time (i.e., compliance, tolerance, flexibility).

Current Programs

The following is a list of John's programs to be practiced on a current schedule (i.e., at least once per day). Short-term recommendations for those programs discussed are bulleted. Current levels are presented in italics. Parent programs are indicated by **. Parents to log data as an interventionist.

Activity Schedule	Receptive Instructions
Choices	*Responding to Name*
Compliance	*Self-Help*
Matching	Sorting
Non-Verbal Imitation	Sound Discrimination
Object Labels	*Verbal Imitation*
Play Skills	

Maintenance/Generalization Programs

The following is a list of programs to be practiced with at least one of the following components: generalized location, generalized stimuli, generalized therapist, generalized instruction and decreased reinforcement. Each therapist should attempt to complete one or two generalization programs per session. Parent may conduct any of the below programs and collect data using the data sheet created by this consultant. Interventionists record their data in the logbook.

Program Name	Frequency	Date Generalized	Recommendations
Books	1x/week	09/2012	Attend library circle times
Compliance-Sit Down	1x/week	08/2012	Work on around the house
Matching 3D-3D	1x/week	09/2012	Use novel items
Reinforcement Sampling	As Needed	09/2012	
Singing Songs	1x/week	09/2012	Pair with books and videos
Verbal Imitation-Fill In	As Needed	09/2012	

Current Programs

--Data and times practiced reflect dates 11/2/2012-12/1/2012--

Activity Schedule

Receptive

S^D1= "Play with (activity)."

R1= John completes the activity sequence.

Reported Performance:

Date Introduced: 11/5/2012

Times Practiced: 23

Correct Response Percentage: 62%

Prompt Percentage: 36%

Current Target: 1 Activity

Performance During Consultation:

This program was introduced during the previous consultation. John required hand over hand and physical prompts to complete the play sequence. Although prompt intensity was faded across trials, prompts were not faded out completely. During this consultation, he required prompts across all trials; however intensity of prompts were faded across trials.

Recommendations:

- Practice this program at least one time per session. Prioritize this program whenever possible, practicing up to once per hour.
- Following the above instruction, John should transition to the activity placed on the floor from the teaching table.
- He should then proceed to remove the pieces from the puzzle/activity to prepare for play/completion. Once the activity has been prepared, he should complete the activity then pick it up and put it away in the designated area (currently on the toy box).
- Track discrete trial data using the form provided by this consultant.
- Make sure to practice a wide variety of mastered play skills within this program.
- Do not prompt mid-trial unless doing so proactively. End trials following more than 5-8 seconds of off-task behavior. Always reset trials at the teaching table.

Choices

Receptive

S^DI= "Get the one/show me the one you want." + present items.

R1= John retrieves the desired item.

Reported Performance:

Date Introduced: 9/6/2012

Times Practiced: 26

Correct Response Percentage: 98%

Prompt Percentage: 0%

Current Target: Field of 3

Performance During Consultation:

During this consultation, making choices were generalized from three-dimensional stimuli to two-dimensional stimuli with initial prompting required in preparation for the introduction of a Picture Communication System (PECS).

Recommendations:

- Practice program as demonstrated during this consultation.
- Initially, present up to two items (one preferred and one non-preferred) on the table. Note: there must always be at least one known preferred item present.
- Once John has demonstrated mastery of making a choice when presented with one preferred item and one non-preferred item, progress through the following steps systematically.
 - 1) Three items present (one preferred and two non-preferred).
 - 2) Three items present (two preferred and one non-preferred).
 - 3) Systematically increase the field size, always making sure that at least one item is non-preferred.
 - 4) Generalize the presentation of items (e.g., on the table, in the instructor's hand, two dimensional items, on a shelf, on the floor). Also begin to include 2D stimuli.
- Consider a response incorrect if John chooses a known non-preferred item.
- Use this program as a tool to choose potential prizes for John to work for throughout the session, comparable to reinforcement sampling.

Compliance

Come Here

S^D= "Come here."

R= John comes to the requested location.

Share

S^D= "Share."

R= John relinquishes the item in his hand and places it in the instructor's hand.

Relinquishing Items From Mouth

S^D= When John is mouthing an inappropriate object, "Put it down."

R= John takes the item out of his mouth and sets it down.

Reported Performance:

Come Here-Formal/Contrived Trials

Date Introduced: 2/1/2012

Times Practiced: 0

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Current: No longer requires practice

Come Here-Informal/Natural Opportunities

Date Introduced: 11/5/2012

Times Practiced: Data Collected Each Session (30+ Sessions)

Correct Response Percentage: 87%

Prompt Percentage: 3%

Non-Response Percentage: 1%

Share

Date Introduced: 4/10/2012

Times Practiced: 20

Correct Response Percentage: 91%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Relinquishing Items from Mouth

Date Introduced: 12/4/2012

Times Practiced: 0

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Performance at Consultation:

John transitioned upon hearing the instruction, "come here," when practiced informally, throughout the consultation, without prompts on nine out of ten trials. He has made significant progress in the area of transitioning when enticements are not provided. Enticements/contracting was systematically faded across the last two months. He shared items upon request across all trials when the instruction, "share" was used. When instructions were generalized (e.g., please hand that to me) compliance decreased. A new compliance target was addressed during this consultation in an effort to reduce John's mouthing of inappropriate objects. When provided with the instruction, "put it down" when an inappropriate item was in his mouth, John was prompted to set the item down immediately.

Recommendations:

Come Here

- The target is for John to come to the interventionist/person calling him.
- This program is to be practiced every time you call John over to practice a program.
- If John comes over independently immediately provide verbal praise, provide access to tangible reinforcement. John is allowed to play with his reinforcer for up to one minute, or award a token.
- If John requires prompting to the learning area, reinforce with verbal praise only. Consider a prompted trial from this point forward if John requires enticement) being shown the reinforcer) before the instruction is provided.
- Data for this program should be collected as follows: Please record data on each opportunity John is called to the table for a program. Log whether it was independent, incorrect, non-response or prompted as well as the level of prompting. A trial is considered a non-response if John does not move; a trial is considered an incorrect response if John does anything else except come to the learning area.
- Fade auditory cues when providing the instruction (tapping the chair) and do not contract for a reinforcer or proactively disengage him from his free time activity prior to calling him to the learning area.

Share

- Continue to practice sharing more preferred items.
- Begin to generalize the instruction. It may be beneficial to build the instructions systematically (i.e., from two words [e.g., "share please]) to more complex phrases like, "please hand that to me."

Relinquishing Items From Mouth

- Practice this program formally each session.
- Present John with an item that occasions mouthing.
- Once the item touches his mouth, present the vocal instruction.
- Provide initial prompts to set the item down. Fade prompts as skills permit.

Matching

Two-Dimensional to Two-Dimensional

S^D1= "Put with (item)." + present 2D item.

R1= John matches correct corresponding picture.

Reported Performance for Colors:

Date Introduced: 10/17/2012

Times Practiced: 19

Mastered Responses: 11

Correct Response Percentage: 98%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Reported Performance for Objects:

Date Introduced: 08/20/2012

Times Practiced: 22

Mastered Responses: 22

Correct Response Percentage: 100%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Reported Performance for Shapes:

Date Introduced: 10/7/2012
Times Practiced: 12
Mastered Responses: 8
Correct Response Percentage: 96%
Prompt Percentage: 0%
Non-Response Percentage: 2%

Reported Performance for Letters:

Date Introduced: 11/5/2012
Times Practiced: 23
Mastered Responses: 11
Correct Response Percentage: 73%
Prompt Percentage: 8%
Non-Response Percentage: 1%

Performance at Consultation:

During this consultation, John initially matched two-dimensional stimuli on all trials without prompting. The time that he was shown the match card was slightly reduced, requiring a higher level of attention on John's part and decreased correct responding towards the end of the sitting.

Recommendations:

- Introduce targets systematically (i.e., one-at-a-time) if needed. Probe regularly.
- Consider a target mastered when the item can be random rotated with other mastered items with a score of 80% or higher across two or three days.
- Within the 2D formats, generalize the format. Hold the match card up and require John to retrieve it's corresponding from the table and give it to the instructor. As success allows, decrease the time that the card is held up for John, requiring greater attention across time.
- Make sure to capture his attention, say the name of the label only, and then flash the matching card.
- Separate the data and target list across all matching formats.

Non-Verbal Imitation

Single Actions

S^D= "Do this" + perform an action.

R= John imitates action.

Reported Performance with Objects:

Date Introduced: 2/1/2012
Times Practiced: 18
Mastered Responses: 15
Correct Response Percentage: 85%
Prompt Percentage: 4%
Non-Response Percentage: 5%

Reported Performance Gross Motor:

Date Introduced: 2/4/2012
Times Practiced: 30
Mastered Responses: 25
Correct Response Percentage: 91%

Prompt Percentage: 6%
Non-Response Percentage: 0%

Chains

S^D= "Do this" + perform actions.
R= John imitates actions.

Reported Performance:

Date Introduced: 08/20/2012
Times Practiced: 22
Mastered Responses: 8
Correct Response Percentage: 78%
Prompt Percentage: 4%
Non-Response Percentage: 0%

Performance at Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Continue to probe new items regularly and introduce new items as needed in the singles format.
- In chaining, continue to teach new action chains in mass trials until John is able to imitate novel chains.
- Make sure to maintain mastered chains when teaching new ones.

Object Labels

Receptive

S^D= "Give me (item)."
R= John gives the therapist the correct item.

Reported Performance:

Date Introduced: 06/20/2012
Times Practiced: 27
Mastered Responses: 10
Correct Response Percentage: 85%
Prompt Percentage: 1%
Non-response Percentage: 1%

Performance at Consultation:

Up until very recently, John had made minimal gains in the area of receptive language. Within Object Labels, several targets have been mass trialed, over great periods of time without signs of discrimination and mastery. During the previous reporting period, new and very reinforcing and familiar items (Spiderman and cookie) were probed in random with success. Since then, several additional items have been probed with success as well. During this, the most current consultation, neutral (i.e., unfamiliar/unreinforced) distracters were added to the field. This decreased John's independent correct responding, indicating that he was likely using a process of elimination strategy to achieve correct responding on some of the trials throughout the consultation and reporting period.

Recommendations:

- Probe new items regularly. Use three-dimensional stimuli.
- Systematically teach problematic targets.
- Do not forget to practice random rotation of mastered objects every third or fourth sitting while introducing new targets.
- Make sure neutral distracters are systematically similar to the target. Neutral distracters must always be present.

Play Skills

S^D= "Do (activity)."

R= John completes activity independently with appropriate behavior.

Reported Performance:

Puzzles

Date Introduced: 08/04/2012

Times Practiced: 25

Mastered Responses: 12 (puzzles)

Correct Response Percentage: 93%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Stringing Beads

Date Introduced: 10/7/2012

Times Practiced: 18

Mastered Responses: 20 beads

Correct Response Percentage: 58%

Prompt Percentage: 8%

Non-Response Percentage: 0%

Mr. Potato Head

Date Introduced: 10/7/2012

Times Practiced: 24

Mastered Responses: All Pieces

Correct Response Percentage: 55%

Prompt Percentage: 13%

Non-Response Percentage: 0%

Performance at Consultation:

During this consultation, John practiced stringing beads. He demonstrated off task behavior across a majority of the trials. The task was reduced to five pieces; he was dismissed, and then brought back later. 10 beads were targeted with success. During a subsequent and final sitting, he completed 15 beads on one out of two trials (one error due to off task behavior).

Recommendations:

- Puzzles: The current target is to teach appropriate play with puzzles (e.g., slide in and basic interlocking puzzles). On the problem puzzle piece for the acquisition puzzle, please velcro or tape the piece into place and move on to another puzzle.
- Task Completion: The current target is to teach appropriate play with the following activities: Mr. Potato Head and stringing beads.

- Increase the number of pieces systematically for each play skill. Begin sittings by requiring completion of one piece. If successful, require a chain of two. Continue to increase the number of pieces required per trial.
- Acquisition targets used in this program are only to be practiced during sessions (i.e., not outside of sessions) at this time. Likewise, all targets should be practiced at the table and not during free time.
- For potato head, require John to place each piece in its appropriate location.
- Data for this program should be collected as follows: Be sure to collect discrete trial data for each piece presented. However, only one instruction should be presented for the entire chain.

Receptive Instructions

S^D= "(Action/Instruction)."

R= John performs the requested instruction.

Reported Performance with Objects:

Date Introduced: 06/20/2012

Times Practiced: 0

Current Target: ON HOLD

Correct Response Percentage: n/a

Prompt Percentage: n/a

Non-Response Percentage: n/a

Reported Performance for Gross Motor:

Current Target: 4

Correct Response Percentage: 91%

Prompt Percentage: 7%

Non-Response Percentage: 0%

Performance at Consultation:

Within this formal program, John has not demonstrated mastery of any instructions; however, instructions provided incidentally and contextually throughout therapy times have yielded higher accuracy rates (Come Here, Go Play, Sit Down). A probe of these instructions with an acquisition receptive instruction (Pat Legs) was conducted during the first part of this consultation with signs of success. During the second half of this consultation, John was responding to these instructions in random rotation with rates indicating mastery. A new instruction, knock was introduced as well, in mass trials. Prompting was required across the first several trials, and then faded with success.

Recommendations:

- Continue to practice come here, go play, sit down, and pat legs in random rotation while teaching new instructions in mass trials.
- Provide maximum reinforcement for these program trials.

Responding to Name

S^D= "John."

R= John looks up and makes eye contact with the instructor.

Reported Performance:

Date Introduced: 10/7/2012

Times Practiced: 29

Correct Response Percentage: 91%
Prompt Percentage: 0%
Non-Response Percentage: 3%
Current Target: Looking within three seconds

Performance at Consultation:
This program was not demonstrated during this consultation.

Recommendations:

- As discussed and demonstrated at this consultation, please conduct this program with John seated at the table or floor.
- The target is for John to make brief eye contact (i.e., approximately one second) after his name is called. John should respond within three seconds of the instruction being delivered.
- Use a visual prompt (i.e., holding a desired item near eyes) as necessary. Be sure to fade this prompt systematically.
- Start sittings face to face and systematically increase distance across trials as success allows. Once John is responding with increased distance, begin to engage him in an activity prior to providing the instruction. Require John to transfer attention from the activity to the instructor after his name has been called.
- For this report period, avoid calling his name unless the look contingency will be followed through with.

Self-Help

Undressing

S^D= "Take off (clothing items)."

R= John takes his socks off.

Reported Performance:

Date Introduced: 08/20/2012

Times Practiced: 18

Mastered Responses: 4

Current Target: Pants off

Correct Response Percentage: 89%

Prompt Percentage: 0%

Non-Response Percentage: 2%

Drinking from Cups

S^D= "Take a drink."

R= John drinks from cup.

Reported Performance:

Date Introduced: 08/20/2012

Times Practiced: 22

Correct Response Percentage: 50%

Prompt Percentage: 17%

Non-Response Percentage: 0%

Current Target: 2.5 tablespoons

Performance at Consultation:

During this consultation, John removed his socks and pants without prompts. When shirt was practiced, although previously considered mastered, he did not demonstrate independence. This is likely due to the shirt being utilized was a novel shirt.

Recommendations:

Undressing

- Practice shirt off at a higher frequency, making sure to generalize to tighter shirts and long-sleeve winter shirts.

Drinking

- Systematically increase the amount of liquid in the cup.
- End trials immediately for spillage.
- During sessions, allow John to drink from the transitional cup only.

Sorting

3D-Identical/2D Non-Identical

S^D1= "Sort" + present items.

R1= John sorts the presented items to their corresponding piles.

Reported Performance:

Date Introduced: 10/7/2012

Times Practiced: 13

Mastered Targets: Sorting 4 items

Correct Response Percentage: 100%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Performance During Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Plates with seeds (examples) should always be presented in a field of three minimally.
- The current target is for John to sort two consecutive objects per one instruction to the examples provided.
- Systematically increase the number of items he is required to sort as success allows.

Sound Discrimination

S^D= "Get (item)" + tutor manipulates (sound item).

R= John demonstrates discrimination of item by selecting the card that matches the sound.

Reported Performance:

Date Introduced: 08/20/2012

Times Practiced: 31

Correct Response Percentage: 91%

Prompt Percentage: 0%

Non-Response Percentage: 0%

Mastered Responses: 9

Performance at Consultation:

John has demonstrated mastery of imitating objects from sound alone (e.g., when a sound is presented, he will identify the object that makes the sound by selecting the item from a field of 3-4 and manipulating the object).

Recommendations:

- As recommended, practice this program using simple sound producing targets (e.g., maraca, drum, electronic devices that produce a specific sound).
- Visual prompts (modeling the action in front of John) should be used initially, but faded out before introducing a second target.
- Unless prompting, provide the model outside of John's visual range.
- Begin to have John select the picture based on the presented sound rather than the actual object.

Verbal Imitation

Fill in the Blank

S^D= (Sequence of words).

R= John says last word.

Sequence Presentation

S^D= (Sequence of words with pictures).

R= John says last word.

Words/Sounds

S^D= "Say (word/sound)."

R= John says word/sound.

Reported Performance:

Sequence Presentation

Correct Response Percentage: 33%

Approximation Percentage: 39%

Non-Response Percentage: 0%

Sounds

Mastered Responses: 28

Correct Response Percentage: 39%

Approximation Percentage: 12%

Non-Response Percentage: 0%

Words

Correct Response Percentage: 19%

Approximation Percentage: 58%

Non-Response Percentage: 1%

Performance During Consultation:

This program was not formally demonstrated during this consultation; however, John did approximate verbal sound imitations on several occasions throughout the consultation.

Recommendations:

- Verbal Imitation must be practiced each and every session.

- Make sure to take an inventory of the words you hear John say and imitate throughout the day.
- Sequence Presentation: Present the photo album with the three pictures in a row made at this consultation.
- Point to each picture, saying the word as you point. Go through the sequence two to three times, and on the last sequence when pointing to the last picture leave the word blank and see if John will fill it in (e.g., pink, green, _____”).
- Alternate between pages each sitting.
- Take data on the last picture only.
- Words: The goal is to get John to imitate words without a microphone.
- Make a target list of words John can imitate.
- Probe novel words adding the words he imitates to the list.
- Make sure to maintain words John imitates every other sitting.
- Data for all formats of this program should be collected as follows:
 - If John imitates the sound/word clearly (i.e., it would be understood by an unknown person entering the room) record the trial a correct response (i.e., 3).
 - If John provides an approximation of the presented sound/word (i.e., anything else) record the trial as an approximation (i.e., 2).
 - If John does not respond then the trial should be recorded as a non-response (i.e., 0).
 - If a visual prompt was used, mark a “P” along with the corresponding number to indicate if the prompt was effective.
 - At the end of the month, please calculate an average score for all independent “3”, and “2”, and “0”
 - When recording data daily on the datasheet, please calculate the daily average for independent correct percentages (i.e., the prompts recorded should be used by instructors to refer back to in order to determine effective prompts).

Report Prepared by:
Suzie Johnson
Behavioral Consultant

Date

Minimum Requirements for a Targeted Extensive Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours). Use table provided below.
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Quarterly Objectives relating to plan targets.
- 8) Baseline data quarterly objectives.
- 9) Summary of current data on quarterly objectives (Cannot be a narrative only. Must include actual data and data collection methods).
- 10) A list of all concepts/program on acquisition. Indicate which programs are being conducted by AR.
- 11) Date of introduction for each concept/program/format.
- 12) Correct response, prompted response, mastered number of targets, number of times practiced if possible, detailed program instructions/recommendations for each.
- 13) A running list of concepts/programs mastered to date.
- 14) Behavior plan with proactive strategies and data summary, reinforcement system for increasing desired behavior.

ATAP Targeted Extensive Behavior Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	November 25, 1999
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	12 years, 5 months
Date of Initial Consultation:	June 1, 2012
Date of Current Consultation:	September 23, 2013
Length of Consultation:	3 hours
ATAP Plan Type/Length:	Extensive Plan 6/1/2012-5/31/2013
Average Weekly 1:1 Hours:	16
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionist Patricia Jones
Date Drafted:	September 23, 2012
Date Edited:	September 24, 2012

- A parent or guardian 21-years or older must be at the residence throughout teaching times and an AR must be present workshop consultations.

Methodology and Measurement

The ABA Provider curriculum and structure are used. Skills are taught using discrete trial teaching in adherence with discrimination-learning procedures, including systematic introduction of prompts that are faded over time as skills are acquired. Generalization strategies across people, environments, stimuli and instruction are introduced following evidence of discrimination (i.e., as

skills permit). Behavior-specific praise and differential reinforcement are delivered during teaching hours. Anecdotal data and discrete trial data are taken as necessary.

Background Information and Program Update

John is a 12-year-old boy who resides with his parents and older brother. Dr. Doctor diagnosed John with autism on July 6, 2004. Mr. and Mrs. Smith approached The ABA Provider to address communication, behavior, and daily living concerns. John's last consultation was conducted on August 10, 2012. This quarterly report was based on data on observations from the July-September 2012 consultations. A baseline report was provided in June following the initial consultation. See the table below for a summary of hours:

Quarterly Hours				
	June	July	August	Total
Supervision	12	4	3	19
Interventionist	25	51	46	122
AR	21	23	25	69
Total	58	78	74	210
Weekly Average	13	18	17	16

ATAP Goals and Plan Targets

The ABA Provider verifies that John's all ATAP goals and plan targets for a Targeted Extensive Behavior Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home interventionists and parents at least once per month for three to four hours. Direct parent training, independent of interventionists, account for 30-60 minutes per month. Further, The ABA Provider consultant provides recommendations and training to the interventionists and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Measured targets for John include the ability to demonstrate: 1) On-task behavior by referencing visual schedules 2) An increase in language and communication skills 3) An increase in independent daily living skills 4) A decrease in aggressive behavior 5) A decrease in escape and avoidance behavior 6) A decrease in stereotyped repetitive behavior 7) An increase in age-appropriate leisure/play skills 8) Refraining from taking food from others

Baseline Data, goals, and progress updates for the PREVIOUS quarter across specific programs are indicated below. New goals will be created for the upcoming quarter. Note that objectives were met (progress toward plan targets); however, ATAP plan targets are not at mastery level.

1) Decrease Aggressive Behavior/Escape & Avoidance

Addresses ATAP targets: Decrease aggressive behavior and Decrease in escape and avoidance behavior.

Quarterly Goal: Will increase compliance as demonstrated by earning the contracted reinforcer for remaining in designated area and refraining from aggressive behavior 50% of opportunities.

Baseline: During the initial consultation, John earned the contracted reinforcer across 38% of presented opportunities for remaining in designated and refraining from aggressive or protest behavior during periods of instruction.

Mastery Level: Achieved. Data for the most recent data reporting period indicate John earns reinforcement 60% of opportunities.

2) Brushing Teeth

Addresses ATAP targets: Increase independent daily living skills and increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will stay on task during brushing teeth routine as well as brush with accuracy and decreased supervision (adult at least 5 feet away).

Baseline: Requires 8 prompts with adult 2-3 feet in proximity.

Mastery Level: Partially Achieved. John requires prompts to remain on task 1.9 times per opportunity and prompts for accuracy 2.8 times per opportunity.

3) Scheduling

Addresses ATAP target: Increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will set timer for target interval when presented from vocal or written instruction with 80% accuracy or above. The timer will be used within an activity schedule to be introduced during the 2nd or 3rd quarter for completion of open-ended leisure activities.

Baseline: Required initial prompting. Prompts were faded across trials within the sitting, but not able to be faded across sittings.

Mastery Level: Achieved. Current response rates are at 93%.

4) Meal Times

Addresses ATAP plan target: Refrain from taking food from others.

Quarterly Goal: Will refrain from reaching towards other's food, taking other's food, and touching other people and their food during mealtimes 40% of opportunities.

Baseline: 15%, meaning 85% of opportunities, John responds inappropriately by reaching, touching, grabbing.

Mastery Level: Achieved. Currently, John will refrain from grabbing others food 51% of presented opportunities.

Baseline Data, goals, and progress updates for the UPCOMING quarter across specific programs are indicated below. New goals will be created for the upcoming quarter.

1) Decrease Aggressive Behavior/Escape & Avoidance

Addresses ATAP targets: Decrease aggressive behavior and decrease in escape and avoidance behavior.

Quarterly Goal: Will increase compliance as demonstrated by earning the contracted reinforcer for remaining in designated area and refraining from aggressive behavior 65% of opportunities.

Baseline: During the initial consultation, John earned the contracted reinforcer across 38% of presented opportunities for remaining in designated area and refraining from aggressive or protest behavior during periods of instruction.

Current for 9/23/2012: John earns reinforcement 60% of opportunities.

2) Brushing Teeth

Addresses ATAP target: Increase independent daily living skills and increase on-task behavior by referencing visual schedules.

Quarterly Goal: Will stay on task during brushing teeth routine as well as brush teeth with accuracy and decreased supervision (adult at least 5 feet away). No more than 1 prompt will be allowed to stay on task and no more than 2 prompts will be allowed for accuracy to meet quarterly goal.

Baseline: Requires 8 prompts with adult 2-3 feet in proximity.

Current for 9/23/2012: John requires prompts to remain on task 1.9 times per opportunity and prompts for accuracy 2.8 times per opportunity.

3) Leisure Skills

Addresses ATAP plan target: Increase age-appropriate leisure/play skills

Quarterly Goal: Two previously non-preferred activities will become preferred.

Baseline: Activities typically start out as non-preferred, but move to preferred through exposure and reinforcement.

4) Meal Times

Addresses ATAP target: Refrain from taking food from others.

Quarterly Goal: Will refrain from reaching towards other's food, taking other's food, and touching other people and their food during mealtimes 60% of opportunities.

Baseline: 15%, meaning 85% of opportunities, John responds inappropriately by reaching, touching, grabbing.

Current for 9/23/2012: John refrains from grabbing others food 51% of presented opportunities.

Parent Concerns

Parents have concerns regarding John's communication skills and would like to increase his skills using his communication device. Parents would also like to introduce handwriting. All concerns were discussed and addressed during this consultation, as indicated throughout this report. It was discussed that handwriting was not an ATAP plan target prioritized during the drafting of the service plan and the importance of dedicating supervision and treatment time to prioritized plan targets outlined will take precedent. Parents were encouraged to speak with their ATAP care manager if additional targets (a formal handwriting program) wish to be addressed now or in a future plan. Writing was however informally imbedded into a plan target (scheduling).

General Recommendations

John should continue to receive a minimum of 15 hours per week of one-to-one, in-home individualized instruction. It is recommended to conduct teaching sessions for a maximum of three hours, up to two times per day. Each hour should consist of approximately 45 minutes of one-to-one instruction, followed by an extended 10 to 15-minute break period.

- Interventionists must be familiar with behavioral learning principles and trained to teach according to discrete trial procedures and discrimination-learning procedures. It is recommended that interventionists and parents receive continuous training on a regular basis (e.g., once per month) by The ABA Provider consultant.
- At least one parent and all interventionists should attend workshop consultations, take notes and review the following consultation report.
- It is strongly recommended that parent(s) and interventionists meet on a weekly or every other week basis to discuss programs and procedures and to work with John in order to facilitate consistency across interventionists.
- E-mail, fax, or mail program updates to the consultant at least three days prior to a workshop to allow for adequate preparation.

Specific Behavior Recommendations

Aggression/Escape

- Create a written schedule at the beginning of each program block on the white board. Require John to copy the agenda to either a notebook to practice writing skills or within his iPad to practice typing.
- At the beginning of each program or required task, contract for a reinforcer (snack, 1 minute of iPad play) and write the contracted reinforcer next to the task.
- Upon completion of the task, allow John access to the reinforcer.

- Response cost the reinforcer following any instance of aggression or escape behavior.
 Data Summary: During this report period, John earned his contracted reinforcer (i.e., refrained from escape and aggressive behavior) for 60% of presented opportunities. Response cost of the contracted reinforcer was necessary on 28% of opportunities; however, John corrected his behavior immediately following response cost. On 12% of opportunities he engaged in either escape or aggression, resulting in response cost; however, continued to demonstrate problem behavior for the remainder of the task. Common antecedents for escape and aggression include tying shoes, brushing teeth, and educational computer games.

Avoidance Behavior Via Bathroom Requests

- Continue to track bathroom requests and whether or not John actually voids.
 Data Summary: During this report period, John initiated bathroom requests 0-15 times per session. He voided in the bathroom following approximately 8% of requests.

Current Programs

The following is a list of John’s programs, listed by domains required to be addressed and indicated in John’s ATAP service plan, to be practiced on a current schedule (i.e., at least once per day). Current level and short-term recommendations for these programs discussed are presented. Parent programs are indicated by **. Parents to log data as an interventionist.

Behavior	Daily Living	Leisure Skills	Language/Communication
Self Monitoring	*Brush Teeth*	*Electronic Games*	Conversation
	Meal Times	Scheduling	*Requesting*
	Tying Shoes	*Toy Play*	

-Data and times practiced reflect dates 08/11/2012-09/21/2012-

Behavior

Self-Monitoring Protest and Stereotyped Behaviors

S^D= “Sit/stand nice and quiet.”

R= John self-monitors for the target interval.

Addresses ATAP Targets:

- Decrease stereotyped repetitive behavior
- Decrease aggressive behavior
- Decrease escape and avoidance behavior

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 15

Correct Response Percentage: 84%

Correct Response Rate Range: 25-100%

Current Target: 3 Minutes

Performance at Consultation:

During this consultation, John self-monitored protest and stereotyped behaviors for intervals ranging from 1-3 minutes on eight out of 11 recorded opportunities.

Recommendations:

- Target self-monitoring intervals ranging from one to three minutes in isolated trials.

- A digital timer, along with a rule card reading quiet mouth, nice hands, keep personal space, and sit up should be present across all trials.
- At the beginning of each task, the rules are rehearsed, a reinforcer is contracted, and the timer is set for the target interval.
- Once the timer is started, begin the task/activity/program and award John the reinforcer at the end of the target interval for the absence of inappropriate behavior and the presence of appropriate target behaviors (e.g., sitting up with nice hands while quiet). Note: The quiet contingencies only target inappropriate vocalizations. Requests and responses to instructions are permitted and encouraged.
- Following inappropriate behavior, the contracted reinforcer should be removed and the target interval should be reset.
- Allow John to manipulate a small object such as a rubber band under the worktable to replace tapping. Access to this item should be removed for one minute if John begins to demonstrate non-responding to program instructions or if he manipulates the item above the worktable.

Daily Living Skills

Brushing Teeth

S^D= "Brush your teeth."

R= John brushes his teeth.

Addresses ATAP Targets:

Increase on-task behavior by referencing visual schedules

Increase independent daily living skills

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 12

Prompts to Remain on Task: 1.9

Prompts for Accuracy: 2.8

Current Target: Decreasing Presence of Adult Supervision

Performance at Consultation:

During this consultation, efforts were made to generalize the brushing teeth target to John's mother as well as provide training on data collection procedures for the target. John continues to require supervision, although decreased, and prompts for accuracy.

Recommendations:

- Continue to fade the presence of adult supervision. The current target is five feet. The ultimate goal is for the adult to provide the instruction from anywhere in the home, John transitions to the bathroom, completes the steps, and returns.
- Track the prompts required to stay on task as well as the prompts required for accuracy. Report averages monthly to this consultant.
- Interventionists should practice this skill once per week and parents should practice it daily, but only collect data twice per week.

Meal Time

Refraining from Taking Food from Others

S^D= Presence of Meal

R= John refrains from taking food from others and/or asks permission to have food.

Addressed ATAP target:
Refrain from taking food from others

Reported Performance:

Date Introduced: 6/1/2012
Times Practiced: 10
Correct Response Percentage: 51.4%
Correct Response Rate Range: 31-63%

Performance at Consultation:

This program was not demonstrated during this consultation.

Recommendations:

- Conduct this program during naturally occurring meal times.
- Whenever possible, John's mother, father, and/or brother should be present and participating in the procedures.
- When John is enticed by others food, proactively prompt him to request the food item. Use a word card reading, 'Can I have _____' if necessary and beneficial.
- Model prompts (e.g., others requesting appropriately) may also be utilized.
- At this time, eye contact during the exchange is not required.
- Do not consider a correct response if John reaches for and/or touches the item while requesting. A correct response may only be recorded if John requests with his hands in a neutral position.
- You may response block touching by seating John farther away from the desired food item. Systematically fade the distance as success allows.
- If a request is made while reaching for and/or touching others food, provide verbal differential reinforcement (e.g., "thank you for asking, but you need to have nice hands while asking").
- Provide immediate reinforcement (e.g., the desired food item) upon appropriate requesting, even if the request is inarticulate. Shaping of verbal requests will be targeted at a later date.
- Once John has demonstrated mastery of requesting, denying access to the requested item will be addressed.

Tying Shoelaces

S^D= Tie your shoes.

R= John ties his shoelaces.

Addresses ATAP Target:
Increase independent daily living skills

Reported Performance:

Date Introduced: 6/1/2012
Times Practiced: 17
Correct Response Percentage: 69%
Correct Response Range: 0-100%
Prompt Percentage: 3%
Current Target: Entire chain with visual prompts (see below)

Performance at Consultation:

During this consultation, John demonstrated increased independence across all steps required for shoelace tying. He also demonstrated decreased rates of aggressive behavior (swatting at interventionists) across trials as compared to previous consultations.

Recommendations:

- Continue to teach shoe tying. Until prompts are faded, do not require John to practice shoe tying while the shoes are on his feet. The shoes may be initially placed on the table in front of him.
- Visual prompts (colored shoelaces-one red, one white and markings to indicate where to pinch loops) should be provided, but faded out as soon as possible as success allows.
- Make sure the prompt to indicate where to pinch loops is never more than one inch from the base; otherwise the loops will be too large and loose.
- Following an error, require John to untie the shoe and start over from step one.

Leisure Skills

Electronic Games

S^D= "Play (electronic game)."

R= John plays the game for the determined time period.

Addresses ATAP Targets:

Increase age-appropriate leisure/play skills

Increase on-task behavior by referencing visual schedules

Reported Performance for Educational Computer Games:

Date Introduced: 6/1/2012

Times Practiced: 12

Correct Response Percentage: 73%

Correct Response Range: 10-100%

Prompt Percentage: n/a

Current Target: 3 Minutes of Engagement

Reported Performance for Preferred iPad Games:

Date Introduced: 6/1/2012

Times Practiced: 11

Correct Response Percentage: 98%

Correct Response Range: 00-100%

Prompt Percentage: n/a

Current Target: One to Three Minutes of Engagement

Turning iPad off when timer expires: 57%

Reported Performance for Less-Preferred iPad Games:

Date Introduced: 6/1/2012

Times Practiced: 19

Correct Response Percentage: 63%

Correct Response Range: 12-100%

Prompt Percentage: n/a

Current Target: 3 Minutes of Engagement

Performance at Consultation:

John demonstrated a significant increase in his tolerance to play non-preferred games on the iPad as compared to previous report periods. Aggression has decreased and tolerance has increased. The team indicated that games frequently start off as non-preferred, then move to preferred after a reporting period.

Recommendations:

- Practice a variety of computer and iPad games and activities.
- Obtain a list of desired games from John's parents.
- Systematically increase the time of required game play. Begin with one minute.
- When targeting preferred games, reinforcement should be provided for closing out of the game at the target interval. When targeting non-preferred, reinforcement should be provided for engagement in game.
- Please have the school provide a list of appropriate school-related, educational computer games.

Scheduling

S^D= Varies depending on target.

R= Varies depending on target.

Addressed ATAP Target:

Increase on-task behavior by referencing visual schedules

Reported Performance for Indicating Completion of Task:

Date Introduced: 6/1/2012

Times Practiced: 15

Correct Response Percentage: 70%

Correct Response Range: 38-100%

Prompt Percentage: n/a

Current Target: Crossing off task on written schedule upon completion

Reported Performance for Setting an Activity Timer:

Date Introduced: 6/1/2012

Times Practiced: 20

Correct Response Percentage: 93%

Correct Response Range: 56-100%

Prompt Percentage: n/a

Current Target: Setting timer for up to 10 minutes from verbal/written instruction

Program Update/Performance at Consultation:

This program was introduced to prepare John for skills necessary future for activity scheduling. John has demonstrated mastery of setting a timer for intervals up to 10 minutes from a written or verbal instruction. He demonstrated this skill during this consultation with accuracy on three out of three presented opportunities. He demonstrated decreased accuracy when indicating the completion of a task on his schedule by crossing it out with decreased accuracy during this consultation, possibly due to the new format of scheduling (John writes his own schedule out).

Recommendations:

- Practice setting the timer on mass trials and generalize to naturally occurring situations frequently. Rotate intervals up to 10 minutes.

- Initially, present all instructions verbally. Once John has demonstrated mastery of setting the timer from a vocal instruction, generalize to setting it from a written instruction.
- Continue to target indicating completion. At the end of a task, John should cross the activity/program off of his schedule without any prompts to consider a correct response.

Toy Play

S^D= "Play with (toy/activity)."

R= John plays with the toy/activity appropriately.

Addresses ATAP Target:

Increase age-appropriate leisure/play skills

Reported Performance for Legos:

Date Introduced: 6/1/2012

Times Practiced: 0

Correct Response Percentage: Not Practiced This Month

Correct Response Range: n/a

Prompt Percentage: n/a

Performance at Consultation:

The team has expressed concerns regarding John's interest and competency in the current target (small legos) and during this consultation, discussed the introduction of a new target, kid-k'nex.

Recommendations:

- Lego's may be placed on hold for the time being and kid k'nex may be introduced.
- Teach John to use the visual instructions to assist in building.
- It is critical that new age-appropriate targets are identified and materials are purchased so that acquisition across multiple targets/leisure skills may be made.

Language/Communication

Conversation/Comment Exchanges

S^D= Varies depending on format.

R= John responds based on format.

Addresses ATAP Target:

Increase language and communication skills

Reported Performance:

Date Introduced: 6/1/2012

Times Practiced: 18

Correct Response Percentage: 79%

Correct Response Rate Range: 59-100%

Prompt Percentage: 11%

Mastered Targets: 7

Current Target: Address

Performance at Consultation:

During this consultation, John vocally responded to conversational questions and statements with accuracy across all trials. Responses for mastered targets were added to the communication device and generalized with minimal difficulty.

Recommendations:

- Practice this program as discussed during this consultation using vocal responses and responses on the communication device.
- A variety of formats may be targeted; however, place an emphasis on the most common and functional conversation exchanges.

Requesting

S^D= Presentation of reinforcer.

R= John requests using his device.

Addresses ATAP Target:

Increase language and communication skills

Reported Performance for Getting Communicative Partner's Attention:

Correct Response Percentage: 66%

Prompt Percentage: 18%

Correct Response Range: 46-100%

Reported Performance for Waiting for Communicative Partner's Attention:

Correct Response Percentage: 85%

Prompt Percentage: n/a

Correct Response Range: 58-100%

Reported Performance for Requesting Item:

Correct Response Percentage: 86%

Prompt Percentage: 6%

Correct Response Range: 75-100%

Performance at Consultation:

John requested items after being presented with a reinforcer using a communication device.

Efforts were made to increase the communication level and intent of the exchanges by requiring John to gain the attention of his communicative partner. It is apparent that trials still need to be very contrived for John to communicate his needs appropriately.

Recommendations

Requesting

- Teach exchanges using highly desired items.
- Conduct reinforcement sampling prior to practicing this program to identify desired items.
- Never provide the verbal instruction, "What do you want" when practicing Phase I or II.
- Pair the exchange with spoken language.
- Always use a second instructor for prompting. The communicative partner (the instructor presenting the reinforcer) should never prompt during Phase I or II.
- The prompter should insert their prompt no sooner than John reaching for the desired reinforcement.

- Once John reaches for the reinforcer, the prompter should direct John's hand to select the communication device.
- Since John is consistently responding correctly across Phase I without prompts, continue to increase the distance between the communicative partner and John before increasing the distance between the communication device and John. When traveling, John must wait to get the communicative partners attention before requesting the desired item.
- Attempt to practice a minimum of 30-50 exchanges per day.
- Target Phase III (Discrimination) on a current schedule once distance and persistence has been mastered. The new target behavior is to choose from a large field and accept choice. After presenting choices, require John to choose within two seconds.
- Once John has demonstrated mastery of discrimination, begin the correspondence check procedures. They are the same as discrimination, except now John should not be given the chosen item, he should retrieve it himself.
- Make sure John is gaining the attention of the communicative partner before requesting.
- Requesting help may also be added to the device.

Report Prepared By:
Suzie Johnson
Behavioral Consultant

Date

Minimum Requirements for a Basic Behavior Plan Progress Report

- 1) Child name, age, birthdate, AR, address, plan type and plan period.
- 2) Provider company name, consultant name.
- 3) Supervision dates, times for the quarter, separated by month.
- 4) Intervention hours for the quarter, separated by month (AR hours separated from interventionist hours).
- 5) Child background information.
- 6) Parent Concerns and how they are being addressed.
- 7) Complete List of ATAP Measurable Plan Targets.
- 8) Quarterly Objectives relating to plan targets.
- 9) Baseline data on plan targets.
- 10) Summary of current data/status on plan targets (Cannot be a narrative only. Must include actual data and data collection methods).
- 11) Recommendations/program instructions for plan targets. Should be very detailed especially if recommendations are for ARs.
- 12) Behavior plan with proactive strategies.

ATAP Basic Plan Progress Report EXAMPLE

****Confidential****

Child:	John Smith
Date of Birth:	January 1, 2004
Parents/Authorized Representative:	James and Mary Smith
Address:	Street City, State, Zip Code
Age at Current Consultation:	9 years, 3 months
Date of Initial Consultation:	September 1 and 2, 2012
Date of Current Consultation:	April 1 & 2, 2013
ATAP Plan Type/Length:	Basic Targeted Behavior Plan 9/1/2012-8/30/2014
Length of Current Consultation:	7 hours, 30 minutes
Average Weekly 1:1 Hours:	4.5 Since 3/1/2013
Provider:	ABA Provider
Behavioral Consultant:	Suzie Johnson
Persons in Attendance:	Mary, James, and John Smith, and Interventionist Patricia Jones
Date Drafted:	April 20, 2013
Date Finalized:	April 21, 2013

Background Information and Initial Parent Concerns

John is a 9-year-old boy who resides with both parents and three siblings. Dr. Doctor diagnosed John with autism at the age of three. Mr. and Mrs. Smith contacted ABA Provider to initiate services to address John's delays across general compliance, social problem solving, coping skills and frustration tolerance. Per parent report (collected at intake and during the initial consultation), John does not consistently comply with parent instructions, and exhibits aggressive behavior toward his parents, siblings, and peers. He also lacks the ability to self-monitor his own behavior and exhibits repetitive and stereotyped behavior. He does not demonstrate consistent on-task behavior, especially during daily routines and household chores. These behaviors were also observed during follow-up consultations.

Program Update and Ongoing Parent Concerns

The ABA Provider has been providing in-home parent training to address behavioral concerns since September of 2012. A total of 63 training/supervision hours have been provided to date, including this consultation.

Quarterly Hours				
	January	February	March	Total
Supervision	8	8	7.5	23.5
Interventionist	0	0	20	20
AR	14	22	19	55
Total	22	30	46.5	98.5
Weekly Average	5.5	7	11	8

Since services began, overall increases in appropriate behavior and overall decreases in inappropriate behavior have been tracked. It was reported that John's routine varied greatly during the report period due to Spring Break and John's case of pneumonia. During this, the most recent quarter, John received student of the month. The addition of an interventionist was also included within John's plan during this quarter and has helped tremendously with parent training, increased opportunities for role-play, and accuracy of data collection, reporting of behavior, and a greater sense of direction for monthly objectives based on specific records of antecedents and setting events.

Although John has demonstrated an increase in coping strategies (bargaining, retreating from stressful situations), parents report an excess escape behavior (retreating to his room following an instruction/demand, without communication) which interferes with overall functioning/completion of household chores and homework. These concerns were addressed during this consultation via revisions to his behavior plan. Parents are also concerned with the point system and desire to decrease to a system that does not require reinforcement of each desired target behavior. Parents proposed a system where John's daily "overall" behavior would be rated as either great, good, or poor. This concern was addressed by this consultant and the ongoing need to continue to frequently reinforce individual behaviors to maximize behavior change was discussed. This consultant may adapt the frequency of reinforcement during the next consultation or during the last quarter of treatment to make it more manageable for parents.

ATAP Goals and Plan Targets

The ABA Provider verifies that John's ATAP goals and plan targets for a Targeted Basic Behavior Plan are being addressed in his home-intervention program. A consultant from The ABA Provider supervises the home program approximately for least eight hours per month. Further, The ABA Provider consultant provides recommendations and training to the interventionist and parents in order to address John's goals and plan targets set forth in the ATAP Service Plan.

Although John's behavioral excesses and deficits are still present, he has made significant progress towards his defined ATAP goals and objectives. He demonstrates an increase in coping strategies when presented with a stressful situation, especially in contrived settings. Parent training has been critical in this process as they have learned to identify common antecedents, allowing them to predict John's behavior which in turn allows them to implement defined proactive procedures to avoid and deescalate protest behavior.

ATAP measured targets for John include the ability to demonstrate: 1) Compliance to direct instruction upon first request with 80% accuracy; 2) Appropriate coping strategies when stressors are present on four out of five opportunities, and; 3) An increase in independence and accuracy with daily living skills such as household chores and hygiene routines.

Baseline Data, Current Levels, and Goals for the quarter across specific programs are indicated below:

1) Decrease Protest and Tantrum Behavior

Quarterly Goal: John will demonstrate decreases in protest frequency, duration, and intensity, measured weekly.

Baseline: Per parent report, John demonstrated, on average, 25 protests per week.

Current as of 12/2012 Parent Report: Parents report a significant decrease in protest behavior. Approximately 18 protests per week have occurred. Parents also reported a decrease in duration and intensity overall. Protest behavior was been markedly lower during the course of the December consultation as compared to the initial and were much lower in intensity and duration.

Current as of 1/2013 Parent Report: Parents report a slight increase in moderate and high level-duration; however, less frequency of low intensity protests. Approximately 16 protests per week have occurred. Two protests with high duration (almost one hour) and moderate intensity (no aggression towards people; however, some aggression towards objects) were observed during this consultation. Suspected functions include access to prompting for challenging tasks and escape from a challenging task.

Current as of 4/2013 Parent Report/Calendar Data: Parent data for the data reviewed, indicates 9 protests per week have occurred. See details relating to duration and intensity in the table located below. It also important to note that during March, John demonstrated 4 days without any acts of protest behavior (May 2, 7, 14, and 29).

Status: Progress towards goal achieved as evidenced by a decrease in frequency, intensity, and duration of protest behavior.

Future Goal: It is recommended to continue this goal.

2) Increase in Compliance and Tolerance

Quarterly Goal: John will increase compliance to direct instructions.

Baseline: Parents tracked frequency of compliance and tolerance via John's "Good Choice" chart across report periods. The first period of data included an average of 2 acts of compliance per day. During the initial consultation, John responded correctly to instructions provided on the first time, with 38% accuracy.

Current as of 12/2013 Parent Report and Parent Data Review: This reporting period indicated a significant increase in compliant behavior, with John demonstrating an average of 6 acts of compliance per day. John responded correctly to instructions provided on the first time, with 38% accuracy during the period of this report.

Current as of 1/2013 Parent Report and Parent Data Review: The most current reporting period indicates continued increased compliance, with John demonstrating an average of 8 acts of compliance each day. During this report period, John responded correctly to instructions provided on the first time, with 42% accuracy.

Current as of 4/2013 Parent Report and Parent Data Review: The most current reporting period indicates continued increased compliance, with John demonstrating an average 17 acts of compliance per day. John responded correctly to instructions provided on the first time, with 66% accuracy.

Status: Progress towards goal achieved as evidenced by an increase in compliance.

Future Goal: It is recommended to continue this goal.

3) Increase in On-Task Behavior During Household Chores and Homework

Quarterly Goal: John will require decreased prompts for accuracy and on-task behavior when required to complete simple household chores.

Baseline: During this consultation, John required 50+ prompts to put away his laundry.

Current as of 12/2012 Parent Report and Consultant Observation: During the December consultation, John demonstrated 4 prompts to put his clothes away, with the use of coping strategies. Role play was conducted immediately prior and prompts required during the activity related to the use of his coping strategies/bargaining tools. Data collected during the period by the parent indicates John requires an average of 15 prompts to complete any given activity requiring more than 3 minutes of on-task behavior.

Current as of 1/2013 Parent Report and Consultant Observation: Several prompts (20+) were required during this consultation to complete his homework (emptying the dishwasher). Data collected during the period by the parent indicates John requires an average of 13 prompts to complete any given activity requiring more than 3 minutes of on-task behavior.

Current as of 4/2013 Parent Report and Consultant Observation: Several prompts were required to stay on task during a role-play activity during this consultation.

Status: Progress towards goal achieved as evidenced by a decrease in the average number of prompts required to stay on-task/use coping strategies during tasks lasting more than 3 minutes.

Team was trained on more precise data collection methods.

Future Goal: It is recommended to continue this goal.

4) Increase in Appropriate Coping Strategies

Quarterly Goal: John will demonstrate appropriate coping strategies across different scenarios without prompts.

Baseline: John has not demonstrated mastery of any coping strategies.

Current as of 12/2012 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 3 scenarios (e.g., when presented with an overwhelming task/chore, when denied access to a preferred item/activity, when transitioning to a non-preferred activity from a preferred activity; however, prompting is still required to utilize strategies during natural/non-contrived stressful situations.

Current as of 1/2013 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 3 scenarios (e.g., when presented with an overwhelming task/chore, when denied access to a preferred item/activity, when transitioning to a non-preferred activity from a preferred activity; however, prompting is still required to utilize strategies during stressful situations. During this consultation, John implemented the strategy immediately following a role-play scenario without prompting; however, did not initiate coping strategies for a challenging home work task or chore.

Current as of 4/2013 Parent Report and Consultant Observation: John has demonstrated mastery of coping strategies via role-play across 10+ scenarios, and on occasion, during this quarter, has initiated coping strategies with greater independence. The interventionist is targeting a systematic removal of prompting required to utilize learned coping strategies. More formal data collection is being taken to examine responding appropriately in contrived vs. natural situations.

Status: Progress towards goal achieved

Future Goal: It is recommended to continue this goal and forward it by increasing the number of mastered coping strategies across naturally occurring scenarios (moving away from contrived/role play scenarios).

Specific Behavior Observations and Recommendations

Decreasing Protest Behavior/Increasing Compliance, Coping Strategies and On Task Behavior

Definition: Protest behavior is defined as a combination of John yelling, slamming doors, stomping feet, physical aggression towards people and objects, retreating (walking away, hiding under the bed), falling on the floor, making body limp, excessive bargaining, and throwing objects.

Suspected Function: Access and escape/avoidance.

This behavior was observed to occur when denied access to specific objects, in response to demands during instructional periods, and during transitions away from a desired activity.

Intervention:

Proactive Strategies:

- Create a daily schedule along with rules and follow it closely so that John has a visual representation of his daily requirements.
- Give John a verbal warning before ending a desired activity (e.g., “One more minute.”) and prior to a non-preferred instruction (“It’s almost time to do laundry.”)
- Provide choices whenever possible (e.g., “Would you like to empty the dishwasher or feed the dog first today?” or “Would you like to listen to music or wear a fun costume while completing your homework?”).
- Reinforce demonstrations of compliance and tolerance frequently using the “Good Choice” chart created during the initial consultation. John should earn a contracted number of points for a prize from the prize bin or an activity. The number of contracted points should be low so that John may earn at least one prize everyday or every other day. Systematically increase the number of required points so that prizes take longer to earn.
- Remind John of his contracted reinforcer often, before inappropriate behaviors occur.
- Do not conduct difficult tasks in near proximity.
- Proactively work on coping skills immediately prior to a difficult task and/or before the behavior escalates to extremes. Use the skill streaming book provided for suggestions, or as a template to create social stories more applicable to John. One effective strategy determined during the consultation is to ask John to rate his stress level. Once rated, discuss ways that the task may become less stressful (e.g., when demonstrating signs of stress during a chore, require John to rate his stress level, and strategize ways to reduce the stress such as listening to music while doing the chore, breaking the chore down into smaller parts across the hour, etc.). Reinforce strategies by allowing music, breaking the chore down, etc. when the strategies are reasonable. Focus on fading prompts to use coping strategies. Move to a gesture possibly.
- Break down challenging tasks, such as putting a large pile of clothes away. This daily chore of putting away all dishes may be broken down into clothing items, with breaks in between. When a break is awarded, remind John frequently that he must go back to the task once the timer expires. Contract for points proactively for getting back on task when the time comes.
- Allow John a quiet area to retreat when siblings are instigating protest behavior. Remind John that he may earn points for appropriate retreating and highly reinforce initiations of appropriate retreating. Also allow John to retreat from other stressful situations (e.g., an overwhelming task) if he communicates his stress in a productive manner. Prompt this communication proactively when a challenging task is anticipated. Always revisit and follow through with the initial task once John’s stress has reduced. If he is overusing this strategy as demonstrated during the consultation, do not him to retreat to his room. Instead, have him set the timer on the microwave for one minute and allow him to retreat to the couch only (as opposed to his bedroom). Allow the least amount of escape behavior possible.
- Set timers to visually indicate the determined period of time allotted for task completion. Award points corresponding to the number of minutes remaining on the timer upon task completion.
- Do not allow John (i.e., response block) to push/knock over objects. Dangerous items should be removed from his room (such as the detached bed piece).

Reactive:

- It is important to record all inappropriate behaviors that occur during the day. Graphing data may reveal patterns or trends helpful in identifying the best intervention for reduction or elimination of the behavior. Be concise but as detailed as possible using the ABC chart.
- If inappropriate behaviors occur after a demand has been placed, neutrally provide corrective feedback, remind John of the contracted reinforcer, and provide the instruction again. Prompt the desired response if necessary.
- If John is resistant to prompting and the contract is clear, begin to place all inappropriate behaviors on extinction as demonstrated during the consultation. As John becomes more and more attention seeking, do not provide eye contact, attention (unless to block an unsafe behavior), and language other than, "you know what to do."
- Use shaping techniques by reinforcing any signs of appropriate behavior with quick verbal praise and a point. This is very effective in getting John back on track.
- Once John has completed the task appropriately, review what had happened with John, implement some role play procedures and If/Then scenarios before having him restore the environment.
- When blocking the aggressive behavior, use the least intrusive prompt in order to facilitate John to demonstrate a calm body.
- Demonstrate caution when removing points from John or allowing him to go into the negative. At this time, there is little to no evidence that this is an effective strategy.

Data Collection: Track the acts of compliance and tolerance using the "Good Choice" chart. Indicate the number of required points, the prize, and the date each prize was earned. Also track instances of protest behavior on the calendar. Indicate either high, moderate, or low with regard to intensity and duration. Begin to have John start indicating protests on the calendar as well, making him more aware of his behavior.

Also, during intervention hours and whenever feasible for parents, begin to record more formal data on coping strategies, compliance, on-task behavior, and protest behavior (ABC data). If possible, fax the data to this consultant 2 or 3 days prior to the May consult.

Data Review:

Parents reported specific acts of protest behavior during this consultation. In addition, John reported to this consultant specific difficulties he had during the report period. Per parent report, antecedents are becoming clearer over time. Approximated frequency is indicated below:

Baseline Data		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
1x/week	3x/week	21x/week
Data for the 12/2012 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
1x/every other week	3x/week	14x/week
Data for 1/2013 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
2x/week	3-4x/week	10x/week
Data for 4/2013 Reporting Period		
High Intensity & Duration	Moderate Intensity & Duration	Low Intensity & Duration
2.5x/week	3x/week	5.5x/week

Report Prepared By:
 Suzie Johnson
 Behavioral Consultant



Autism Treatment Assistance Program

ABA/PRT/VB Service Verification	
Person Receiving Services/Age:	Provider/Supervisor:
Authorized Representative:	Month/Year:
Plan/Tier/Amount:	Total Supervision Hours:
Report Required:	Parent Concerns Discussed/Addressed:

Date	Time In/Out	Description of Service	
Name/Participation (check mark)			
		Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>	Attendance <input type="checkbox"/> Discussion <input type="checkbox"/> Demonstrations <input type="checkbox"/>
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Supervisor Signature

Date

Authorized Representative Signature

Date



Autism Treatment Assistance Program

Speech Service Verification	
Person Receiving Services:	Provider/Therapist:
Authorized Representative:	Month/Year:
Total Hours:	Total Billed:

Date	Time In	Time Out	Hours	Rate/Hour	Total	AR Present	AR Initials

Therapist Signature

Date

Authorized Representative Signature

Date

ATAP Case Manager Signature

Date



Autism Treatment Assistance Program

Social Skills Service Verification		
Person Receiving Services:		Provider/Supervisor:
Authorized Representative:		Month/Year:
Group Hours:	Individual Hours:	Total Hours:
Group Billed:	Individual Billed:	Total Billed:

Date	Service	Time In	Time Out	Hours	Rate/Hour	Total	AR Initials
	Individual <input type="checkbox"/> Group <input type="checkbox"/>						
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Description of Monthly Participation in Activity with Typical Peers Outside Social Skills Session:							

Provider Signature

Date

Authorized Representative Signature

Date

ATAP Case Manager Signature

Date

The Autism Treatment Assistance Program Ethics Guidelines for Interventionists

The Autism Treatment Assistance Program (ATAP) is a State administered program and funded with taxpayer dollars; therefore, it is the responsibility of all interventionists to conduct themselves in a professional manner and to adhere to the following guidelines:

1. Professionalism

It is ATAP's obligation to provide consistent, quality treatment to the families we serve. Each interventionist is expected to behave appropriately at all times and to ensure professionalism in all aspects of service delivery. Interventionists must be on time and work their scheduled hours, and provide advanced notice when unable to do so and, when possible, request another team member to cover a missed session. Failure to professionally handle absences may result in dismissal.

2. Confidentiality

Children served in the Program are protected by the Health Insurance Portability and Accountability Act (HIPAA). Considering the availability of confidential information to which an interventionist may have access, it is vital that the child's and family's right to privacy is respected at all times. As a professional, it is the interventionist's duty to never mention a child's last name, addresses, or school placement. Furthermore, a child's case history, or unusual incidents in a particular case should not be discussed with individuals outside the immediate family or who are not professionally involved with the child's ATAP services. Individuals, with whom information should not be shared, include: school personnel, staff working on other cases, family or interventionist friends, family or interventionist relatives, interventionist spouses, and parents of other children. Any case discussions should be conducted in a professional manner and in an appropriate place, preferably behind closed doors. Remember that voices may carry and might be heard through closed doors. Children are never to be discussed in public. Areas outside the child's home are considered public. Never mention any recipient on web sites such as Facebook or blog pages.

All data (such as intake assessments, correspondence, etc.) must be kept in each child's binder or box, protected in a safe place. In working with a child and collecting data, the interventionist must safeguard against the loss of data and ascertain that the data are kept confidential.

Interventionists are not permitted to take photographs of a child or their family, with the exception of photos taken to use as stimuli in child's program, for example, photos taken to teach emotions or the identity of family members. In addition, interventionists are not permitted to ask the family for photographs but may, however, accept a photograph if offered, while maintaining all confidentiality guidelines. Never upload child or family photographs to the internet or email them to anyone.

3. Limitations of Training

Remember that, as an interventionist, you have received training to work with a specific child under the supervision of his/her qualified Provider. You will receive on-going training to work effectively using research-driven programs and applied behavioral analysis procedures. This knowledge will be valuable and beneficial to you and the children you serve, but does not qualify you to implement treatment which has not been specifically recommended by the child's Provider, or to provide or suggest treatment for any other child. Interventionists should follow the verbal and/or written recommendations of the Provider. Treatment should be implemented using guidelines demonstrated by the overseeing Provider. If there are issues or questions regarding a specific recommendation or implementing a specific program during the month, the interventionist should contact the Team Lead and/or Provider or put the program on hold until it can be discussed with the Provider.

During treatment the Provider may require the child to participate in learning activities he/she does not want to participate in, which may lead to a tantrum. The Provider and interventionist will work to gain the child's compliance using the least restrictive procedures possible, and may include: requiring the child to sit at a table during instruction, using hand over hand prompts, picking a child up from the floor and guiding him/her to the treatment area, sitting in front of the child to keep the child in his/her seat or from leaving the area designated for treatment delivery, and waiting for the child to calm himself/herself.

4. Physical Restraints

At times there may be extreme behaviors exhibited by a child which may result in the need for physical restraints. Interventionists must be trained in the proper procedures to apply restraints before being allowed to implement them.

Please initial that you have read and understand:

_____ I am only to restrain children I serve if they pose a physical threat to themselves, others or property. Restraint is intended to minimize bodily harm or damage to property.

_____ Restraint, while restricting movement, is NOT intended as a strategy to reduce behavior(s). Once the child is calm, the interventionist is to immediately release.

_____ Every act of restraint must be documented with a detailed description of the incident and behavior displayed by the child.

5. Timeouts

Please initial that you have read and understand:

Seclusion: Also known as solitary confinement. Seclusion has been cited as unconstitutional for children (*Morales v. Turman*).

_____ I understand placing a child in an isolated room is illegal and will result in

immediate termination.

Exclusionary Timeout: Involves moving the child to a different room, another part of the room or behind a physical barrier.

_____ I understand placing a child in an exclusionary timeout will result in immediate termination.

Parents may implement timeout procedures listed above, however it is not part of treatment and is not to be delivered by an interventionist or a Provider. An interventionist is never to ask a parent to put a child into timeout. If implemented, by any staff member, please contact the child's Care Manager immediately.

6. Aversive Interventions

Under no circumstances should any form of aversive stimulation/intervention be used, even if a parent requests its usage. Nevada prohibits the use of aversive behavior interventions. If implemented, by any staff member, please contact the child's Care Manager immediately.

7. Augmentative Communication

- All changes to a child's augmentative communication device must be approved by the Parent or Provider.
- Once changes have been made, either the parent or the interventionist must back-up the device.
- The augmentative communication device must be easily accessible to the child at all times, especially during discrete trial training, generalization, socialization or community trainings.
- The Parent has the right to limit access to those permitted to program the device.
- All electronic equipment, including augmentative communication equipment, must be handled with care and respect. Do not lean on the equipment, place it where it might get wet, or put it on an uneven surface.
- The Interventionist is to return the equipment to its proper storage place and ensure it is plugged in at the end of the therapy session.

8. Data

Data collection is the basis for directing any behavioral intervention. Data ensures objectivity and supplies a basis for comparison between procedures and programs. Data also provides accountability in intervention; they show clearly whether or not progress is occurring. It is required that interventionists record data during each session. The importance of keeping accurate data cannot be over-emphasized. Falsification of data is grounds for immediate termination.

It is very important that the interventionist be as careful and scientific in your data collection as possible. Careless record keeping could potentially be detrimental to the child's program, as well as future funding. Data efficiency should be carried out in all programs.

Please remember that anecdotal notes and data collected and entered into log books are part of the recipient's record and can be used as court documents. Therefore, it is imperative that notes be neat, accurate and professional. Data is also subject to review at any time by the Care Manager overseeing the child's case.

If and when data is emailed, it must be sent via secure and protected files.

9. Treatment Area

Interventionists are to keep the session area organized and clean. At the end of each session, all stimuli should be returned to their designated areas and the logbook secured, ready for the next session.

10. Quality Control

From time to time, interventionists may be videotaped or observed as part of ongoing quality control procedures. These procedures provide staff an opportunity for more specific feedback regarding their treatment skills. They also assist the Provider in identifying areas in which additional staff training might be helpful.

Interventionists are required to participate in and attend Provider's meetings and trainings for the child for whom they provide intervention. If the interventionist is absent from these meetings for any reason, it is mandatory that these sessions be made up as soon as possible. These should take place monthly for at least 3 hours in duration.

11. Performance Evaluations

All interventionists will be evaluated by the overseeing Provider on a periodic basis, usually a minimum of twice per year. Areas for evaluation vary according to the training provided, demonstrated skill level, and may include the following: professionalism, contribution to consultations, administrative skills, effort to learn/teach/supervise, attendance and punctuality, report writing, timeliness of reports, and therapy skills. Performance evaluations are typically conducted by the overseeing provider. Authorized Representatives may have their own performance evaluations.

12. Attendance

Interventionists are expected to be at all scheduled sessions, team meetings and training/workshops (at the child's home, school or clinic site) and are expected to be on time. If the interventionist is going to be late, or anticipates missing a session, he or she must make an effort to inform the parent 24 hours in advance. Workshops are a priority. Given this fact, it is understood that they may conflict with other children's sessions. The interventionist must provide the parents of the non-workshop family at least one week's

notice of their attending another child's workshop, thus enabling the non-workshop parent to schedule another interventionist to cover your session. When possible, the interventionist should help in securing another team member to cover their session.

13. Relationship with Parents/Family

Parents and family members are recipients of the Autism Treatment Assistance Program; they are not your friends or confidantes. You are not to discuss your personal life with parents. Pleasantries, however, may be exchanged when greeting and saying "goodbye" to family members. Contact with the family must be limited to the context of therapy. No baby-sitting will be permitted.

At times, parents may ask for advice or they may wish to discuss their own problems with you. This is not your role; you are not trained or qualified as a family counselor to the parent(s) or family. In the event of such a situation, please advise them your role is solely to deliver services recommended by your child's supervising behaviorist.

Under no circumstances should you discuss diagnosis or prognosis, suggest treatment programs, or give medical advice for the child, even if you are asked to do so. Similarly, do not make any comments about the comparative level or progress of the child, or the programming of other recipients. Speak with the parents in a professional manner at all times, avoiding unprofessional labels (e.g., "brat," "spacey," "stimmy," "freaked out," "low-functioning") even if such terminology is used by the parents. Encourage other team members to use professional language at all times. If the child has recognized health issues, the parent should inform the child's provider and team of interventionists of these concerns. *A Health Protocol* should be written by the family and taught to all interventionists to address future situations.

Do not make disparaging remarks about the child in front of the child as if the child was not present (e.g. he or she looks grouchy today). If a child engages in a behavior that you find to be inappropriate, such as a child picking his or her nose, do not make negative emotional comments such as, "gross" or "how disgusting." Instead, offer the child a tissue and assist them in wiping their nose. Address concerns about inappropriate behavior with the child's Provider.

Do not discuss the administrative issues (e.g., staff changes, business or policies) or the personal life of other staff members with parents. If questioned by the parent about administrative issues, refer them to your Supervisor.

Listen to what the parent(s) have to say regarding services. Remember that most parents have much more extensive experience than you with their children's specific behaviors, even if they don't know terminology or principles and procedures related to Applied Behavioral Analysis (ABA). Attempt to involve the parents in the treatment of their children as much as possible. If the parent has ideas or questions about programs or procedures, encourage them to bring them up in workshops. **If a parent is opposed to a particular program or procedure, discontinue it for that session and speak to your Provider or Supervising Behavior Consultant.**

14. Staff Relations

It is important that the staff functions as a team. Employees are not working in competition with one another. Everyone has his or her individual areas of strength and weakness. You will do certain things well and you will also make some mistakes. Both are an important basis for learning and for feedback regarding your own and other staff members' work. When you are given feedback, it is in your best interest not to interpret such comments as a personal insult, but rather as an important tool to help you learn and improve your consultation skills. Corrective feedback from supervisors is expected to be implemented. If you have a question regarding feedback (e.g. you are unclear about terminology that the Provider used or are unsure how to implement feedback) you are to address your concerns/questions with the Provider in a professional and non-argumentative way.

Under no circumstances should you speak about or criticize other staff members inappropriately. If you have personal or work-related problems with any other staff members, you should direct your concerns to your Supervisor, do not address your concerns directly. Your Supervisor will attempt to resolve the problem in an appropriate manner. If you are in disagreement with any program or procedure, it is appropriate to discuss it with the behavior consultant overseeing treatment. Procedures for change will be presented at the monthly workshop, where the staff as a team can reach decisions. Disagreement should be presented professionally (e.g., outside of consultations).

15. Visitors

It is not permitted for you to bring any guest or visitor to the child's home without specific authorization from the parent. This includes professionals in psychology or related fields, parents, students, family members, friends, and former employees.

16. Dress

You are to dress in a neat and appropriate manner for all sessions. Wearing comfortable clothing, which allows free movement during therapy sessions, is recommended. Keep in mind you will be bending over or possibly sitting on the floor, so avoid low cut tops and pants.

Interventionist Name: _____

Interventionist Signature: _____ Date: _____

Authorized Representative Name: _____

Authorized Representative Signature: _____ Date: _____

Billed To:
 Aging and Disability Service Division 3416
 Autism Services Program
 Goni Road, #D-132
 Carson City, NV 89706

Billing Questions? Call: 775-687-4290

Invoice Date:	MM/DD/YYYY
Vendor #:	#####
Invoice Number:	#####
Vendor Federal ID#:	##-#####
Electronic Funds Transfer?:	Yes or No

Remit Checks or Remittance Advice to:

Contractor: BCBA, Inc.
 Attn: John Smith
 123 Oak Street
 Las Vegas, NV 89119

Dates of Service Begin	Dates of Service End
MM/DD/YYYY	MM/DD/YYYY

Item Description	Balance Due
Program Service Claims	\$ -
Allowable Travel Pay	\$ -
Allowable Travel Costs (see attached detail)	\$ -
Invoice Total	\$ -

I, the undersigned, certify that services or expenses shown above have been provided according to the terms of a signed provider agreement, and that the payment amount claimed accurately reflects the contracted rate.

Contractor Signature _____
 NAME
 PHONE
 E-MAIL

TIPS FOR COMPLETING THE INVOICE SPREADSHEET

1. Insure the appropriate invoice number is displayed on the Service Invoice Voucher. Internal controls prevent ADSD from processing an invoice from a Provider containing the same number as a previous invoice. All invoices must include a unique 10 digit invoice number.
2. Please note that the Service Invoice Detail tab of the Excel spreadsheet can be more than one page; each page of detail does not require a separate invoice. List all your line items for your ATAP children being billed and print the Service Invoice Detail all at once.
3. On the Service Invoice Detail tab, please sort the items by child and then by service date.
4. On the Service Invoice Detail tab, usually all items will fall within three general categories:
 - a. Interventionist hours - if you employ interventionists their time should be listed separately from your other services (clinical, tier charges, supervision, etc.), with one line item for each day that the interventionist works for each child, in chronological order.
 - b. Other items/supplies - these items include curricula, tools and supplies and should be listed separately.
 - c. Tiered services - each tier has a maximum allowable amount. Each child should have one tier billing line item and it should not exceed the maximum amount allowable for that tier. Please also ensure that the minimum supervision hours for that tier were provided during the month to avoid a reduced payout by ADSD.

BILLING ADDRESS

Aging and Disability Services
ATAP Program
3416 Goni Road. #D-132
Carson City, Nevada 89706

ATAP CONTACT INFORMATION

Julie Kotchevar
Chief of Disability Services
(775) 687- 0523
jdkotchevar@adsd.nv.gov

Brook Adie
ATAP Program Manager
(775) 687-0555
baadie@adsd.nv.gov

April 25, 2013

**AUTISM TREATMENT ASSISTANCE PROGRAM (ATAP)
SERVICE PROVIDER MANUAL ACKNOWLEDGEMENT**

Please sign below indicating that you have received and read this Service Provider Manual and agree to abide by the guidelines described therein. This form must be returned with your Provider application.

I have read and agree to the guidelines described in the Service Provider Manual.

Service Provider

Business Name

Street

City, State Zip

Phone

Fax

Authorized Signature

Print Name

Title

Date

April 25, 2013

ATTACHMENT DD
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Aging and Disability Services
3416 Goni Road, Building D-132
Carson City, NV 89706

Herein after referred to as the "Covered Entity"
and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 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 HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("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 Regulations; and

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

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

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 in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
1. **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.
 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health,

3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) 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.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and 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, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such

deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **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 by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **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.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

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

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY 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 HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. **Prohibited Uses and Disclosures:**

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

IV. OBLIGATIONS OF THE 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 HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 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 this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

**Department of Health and Human Services
Aging and Disability Services**

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

(Authorized Signature)

Jane Gruner

**Administrator, Aging and Disability Services
Division**

(Date)

BUSINESS ASSOCIATE

(Business Name)

(Business Address)

(City, State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

Aging and Disability Services Division
Provider Services Application
Nevada Early Intervention Services (NEIS) & Autism Treatment Assistance Program (ATAP)
ATTACHMENT EE

All questions must be completed by all providers unless otherwise marked. Attach additional sheets if necessary to answer each question completely. Each additional sheet must display the relevant question number from the Application and must be signed by the provider or authorized representative.

Application Type (Circle one): New Renewal/Adding services to an existing agreement Ownership Change (fill out new vendor registration with the **Nevada State Controller's Office** and contact Aging & Disability Services for additional "Assignment of Provider Amendment" form

Indicate below which services you are enrolling to provide for:

Nevada Early Intervention Services (NEIS) or Autism Treatment Assistance Program (ATAP)

Comprehensive Early Intervention Services (For All 16 Services)

For Individual Services, Circle Choices Below

Therapy/Medical Services - Assistive Technology Services/Assistive Technology Devices, Audiology Services, Family Training/Counseling/Home Visits, Health Services, Medical Services (*for diagnostic only*), Nursing Services, Nutrition Services, Occupational Therapy Services, Physical Therapy Services, Psychological Services, (including Behavioral Services) Service Coordination Services, Social Work Services, Special Instruction Services, Speech-Language Pathology, Transportation and Related Costs, Vision Services

Medical Transcription Services

Language Interpreter (Speech or Sign)

Autism Treatment Assistance Program (ATAP*)

*ATAP providers *must* have a Board Certified Behavior Analyst or a Licensed Psychologist on staff

Section 1: General Information

1. Business owner (or individual provider) Name: _____

2. Provider Date of Birth (*for individual providers only*): _____

3. Tax Identifier (*Federal Tax ID Number*): _____

4. Check the box that most closely describes the entity you are enrolling:

- Individual Provider Hospital-based Physician Provider Group Sole Proprietorship
 Partnership Limited Liability Partner Limited Liability Company Corporation
 Managed Care Organization Non-Profit Indian Health Services

5. Legal Name as Registered with the Internal Revenue Service (IRS): _____

6. Doing Business As: _____

7. Nevada Secretary of State Registered Name: _____

8. Nevada Secretary of State Issued Business ID : _____

9. Medicaid Provider Number, if applicable: _____

10. Physical location of the practice/business/facility. This must be a street address and NOT a post office box.

Address (Line 1):

Address (City, State, Zip and COUNTY):

Office Phone:

Extension:

E-mail Address:

Fax:

TTY Phone:

Mailing Address if different from physical:

Address (Line 1):

Address (City, State, Zip and County):

11. Enter the following information for your professional license (s) that pertains to the service(s) you wish to provide.

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Section 2: Background Information and Disclosure

12. Have you or any owner, administrator, manager or employee ever been convicted of a misdemeanor, gross misdemeanor or felony? Yes No If yes, provide the following information for each conviction.

Name Used When Convicted:

Date of Conviction:

Charges:

Disposition:

Conditions of Parole/Probation:

Have you or any owner, administrator, manager or employee ever been placed on the Federal Office of Inspector General, Health and Human Service (OIG/HHS) exclusion list or otherwise been suspended or debarred from participation in Medicare, Medicaid, Title XVIII or Title XIX programs since the inception of these programs?

If yes, provide the following information related to the sanction.

Name Used When Sanctioned:

Provider ID Number(s):

Group ID Number(s):

Sanction Effective Date: Reinstatement Date:

13. If you or any owner, administrator, manager or employee has had any professional, business or accreditation license/certificate denied, suspended, restricted or revoked, complete the following for each instance.

Denial/Suspension/Restriction/Revocation From and To Dates: _____

Explanation: _____

14. Are you or any owner, administrator, manager or employee, a state current employee or state former employee within the last two years? If yes, complete the following:

Individual's Name: _____ Dates of Employment: _____

Agency of Employment: _____ Title: _____

Declaration – For All Providers

I declare under penalty of perjury under the laws of the State of Nevada that the information in **this document and any attachments are true, accurate and complete** to the best of my knowledge and belief. I declare that I have the authority to legally bind the provider(s) listed on this Application. I understand that Aging and Disability Services Division (ADSD) will rely on this information in entering into or continuing a Service Provider Agreement and that this form will be incorporated into and become a part of my ADSD Service Provider Agreement.

I understand that I am required to **notify ADSD within five days** of changes to information on this Application. I understand that **I am responsible for the presentation of true, accurate and complete information on all invoices/claims** submitted. I further understand that payment and satisfaction of these claims will be from Federal and State funds and that false claims, statements, documents or concealment of material facts may be prosecuted under applicable Federal and State laws.

Use dark blue or black ink only. This Application and corresponding contract must be dated within the last 60 days. The person signing below is the (check all that apply): Provider Authorized Administrator Business Owner

Signature: _____ Date: _____

Print Name: _____

Return completed agreement to Aging and Disability Services Division located at:

3416 Goni Road, D-132
Carson City, Nevada 89706
Phone: 775-687-4210

Internal Use Only: Status of Approval

Comprehensive Early Intervention Services (All 16 Services) Yes No

Therapy/Medical Services (Circle approved services)

Assistive Technology, Audiology, Family Training/Counseling/home Visits, Health, Medical,
Nursing, Nutrition, Occupational, Physical, Psychological, Service Coordination, Social Work,
Special Instruction, Speech-Language Pathology, Transportation and Related Costs, Vision.

Medical Transcription Services Yes No Language Interpreter (Speech or Sign) Yes No

Autism Treatment Assistance Program (ATAP) Yes No

Brian Sandoval
Governor




James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 11, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Debi Reynolds, 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 HEALTH AND HUMAN SERVICES –
DIVISION OF CHILD AND FAMILY SERVICES (DCFS) –
PROVIDER AGREEMENT FORM**

Agenda Item Write-up:

The Division of Child and Family Services is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement with providers of:

- Dental Services for the Summit View Correctional Center

Additional Information:

Providers of dental services will be able to access the Provider Agreement Contract on the Division of Child and Family Services (DCFS) website and complete and submit the documentation necessary for review by DCFS staff, which will allow multiple providers to enter into contracts with DCFS quickly, thus providing flexibility in service referrals and a greater array of services throughout the state.

Providers will be compensated in the amount of \$200 per clinical hour; other services may be approved on a case-by-case basis.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS'

website in an effort to prevent unauthorized duplication. The following page includes an example of how the agreement will appear when posted (with updated approval dates).

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

_____ Independent Contractor's Signature	_____ Date	_____ Independent's Contractor's Title
_____ Signature	_____ Date	<u>Administrator, Division of Child and Family Services</u> Title

This Contract was approved as to form by the Nevada State Board of Examiners on March 10, 2015

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on January 14, 2015

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

STATE OF NEVADA



**DEPARTMENT OF HEALTH and HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES**

**4126 Technology Way, 3rd Floor
Carson City, Nevada 89706
(775) 684-4400 Phone**

TO: James Wells, Director, Administration
THROUGH: *el* Richard Whitley, Director, DHHS
SM **THROUGH:** Sharon Benson, Senior Deputy Attorney General, Attorney General's Office
FROM: *DM* Kirsten Coulombe, Administrator, DCFS
DATE: *DM* August 24, 2015
SUBJECT: Requested Action Item for ~~October~~ *November* 2015 BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contract for Services of Independent Contractor. This contract would be used to enlist the services of providers of dental services for the Summit View Correctional Center. These services are necessary for the continued overall health of the youth that are incarcerated.

The provider agreement contracts would be used for the following services.

- Provider Agreement For Dental Services For Summit View Correctional Center

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

The Attorney General's Office has reviewed and approved these provider agreement contracts as to form.

RECEIVED

SEP 11 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

SEP 04 2015

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

RECEIVED

SEP 11 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

And

Independent Contractor: _____
Address: _____
Ph: _____

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

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

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

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

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

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

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

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

- ATTACHMENT AA: SCOPE OF WORK: DENTAL SERVICES FOR SUMMIT VIEW CORRECTIONAL CENTER
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: FISCAL PROCEDURES; and
- ATTACHMENT EE: ADDITIONAL INFORMATION

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

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

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of

the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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

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

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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

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

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

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

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of

the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

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

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

The Contractor shall not commence work before:

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

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

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

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

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

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

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

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

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

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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

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

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

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature

Date

Administrator Division of Child and Family Services
Title

Signature - Board of Examiners

PRE-APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 9/3/15
(Date)

ATTACHMENT AA

SCOPE OF WORK: DENTAL SERVICES FOR SUMMIT VIEW CORRECTIONAL CENTER

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
SUMMIT VIEW YOUTH CORRECTIONAL CENTER
5730 RANGE ROAD, LAS VEGAS, NEVADA 89115

PURPOSE

- The purpose of this Scope of Work is to provide details related to the provision of dental services to youth, ages 14-21 committed to the Division of Child and Family Services for correctional care at Summit View Youth Correctional Center at 5730 Range Road, Las Vegas, Nevada 89115.
- The essential focus of services is to determine whether a youth requires routine and/or emergency dental care including but not limited to:
 - An initial dental screening to determine current or risk of dental issues and/or needs;
 - Emergent and/or critical dental health needs including but not limited to: oral bleeding; acute periapical abscess; acute periodontitis; Vincent's infection; acute gingivitis; acute stomatitis; fractures of teeth; fracture of jaw(s); and, gaping wounds of lip and/or cheek(s).
- The outcome of any diagnosis, service or consultation may assist to drive or modify the potential treatment of any future services needed including referral to a specialist or physician.

ASSUMPTIONS

- Oral health is inextricably linked to overall health as well as to self-esteem and oral health needs are available and accessible as part of the health care delivery system for all youth in the Center;
- Services provided are with a standard of health care that is at least equivalent to that provided in the community outside;
- Services are available to all youth and delivered according to the patient's dental needs and length of stay;
- Priorities will be created through the process of assessing needs and planning should take into account the fact, if treatment is commenced, the work may not be completed before the youth is discharged; and,
- The assumption for this agreement is that treatment and appropriate medications are provided when youth are experiencing dental concerns.

EXPECTED KNOWLEDGE AND SKILLS:

- PROVIDER must be a Board Certified Dentist, certified by the American Dental Association (ADA) and be in good standing with professional associations.
- PROVIDER must provide certification of Federal Tax Identification Number and appropriate insurance.
- Knowledge of oral health of children and youth and the ability to treat problems with teeth and tissues in the mouth as indicated above.
- Knowledge of appropriate medications as they relate to the treatment of oral health concerns.

SERVICES TO BE PROVIDED:

- PROVIDER shall provide the Division of Child and Family Services (DCFS) with a written outline of the consultation procedures which shall include, but not be limited to:
 - Assessment of dental and oral health issues.
 - Statement of planned treatment and medication and subsequent approval from agency prior to administration of treatment.
- PROVIDER will be available for clinical hours as agreed upon (normally eight (8) hours a week) and/or as needed.
- PROVIDER will be responsible for responding to dental emergencies in a reasonable and timely manner as is recognized by current dental standards.
- PROVIDER will be responsible for documentation of all dental care including diagnosis and treatment in the dental section of the youth's medical file.
- AGENCY will pay contracted PROVIDER upon completion and billing of work.
- AGENCY may elect to agree to all or a portion of the suggested treatment.

OTHER REQUIREMENTS:

- PROVIDER shall work together with DCFS as necessary to ensure prompt communication and exchange of information.

COST/DURATION:

- PROVIDER will be compensated in the amount of \$200.00 per clinical hour.
- Other services may be approved on a case-by-case basis.
- Cumulative payments in any Fiscal Year shall not exceed Legislatively approved budget amount.

Attachment BB
Insurance Schedule

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

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

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

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4400
Fax: (775) 684-4455

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

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

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

All certificates required by this Contract shall be sent directly to

DCFS Contract Manager
State of Nevada
Department of Health & Human Services

Division of Child & Family Services
 Fiscal
 4126 Technology Way, 3rd Floor
 Carson City, NV 89706
 Telephone: (775) 684-4400
 Fax: (775) 684-4455

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

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

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

Independent Contractor's Signature	Date	Title
Signature – State of Nevada	Date	<u>Administrator, Division of Child and Family Services</u> Title

ATTACHMENT CC
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

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

And

Hereinafter referred to as "Business Associate".

PURPOSE. In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

WHEREAS, HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

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

I. DEFINITIONS.

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
 - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
 - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF COVERED ENTITY

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

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

ATTACHMENT DD
FISCAL PROCEDURES

FISCAL INFORMATION

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

BILLING INFORMATION

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

CONTRACT CAPITATION

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

Attachment EE
ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as? Yes No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency? Yes No

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

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

Company Name

Service Areas Where Located and Willing to Travel to

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

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: August 26, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Debi Reynolds, Budget Analyst
Budget Division

A handwritten signature in blue ink, appearing to read "Debi Reynolds".

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

Agenda Item Write-up:

The Division of Child and Family Services is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement with providers of:

- Psychiatric services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in the Las Vegas, NV region

Additional Information:

Psychiatric Health providers will assist the Mobile Crisis Unit in Las Vegas, NV in providing immediate support and crisis intervention, thus reducing emergency room visits and avoiding psychiatric hospitalizations.

Provider will bill on an hourly basis at \$135.00 per hour and provider will not be paid or reimbursed for Medicaid eligible youth.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS' website in an effort to prevent unauthorized duplication. The following page includes an example of how the agreement will appear when posted (with updated approval dates).



DEPARTMENT OF HEALTH and HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES

4126 Technology Way, 3rd Floor
Carson City, Nevada 89706
(775) 684-4400 Phone

RECEIVED

AUG 21 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

TO: James Wells, Director, Administration
THROUGH: *RP* Richard Whitley, Director, DHHS
(M) THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office
FROM: *DK* Danette Kluever, Acting Administrator, DCFS
DATE: *DK* July 28, 2015 *October*
SUBJECT: Requested Action Item for ~~September~~ 2015 BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contract for Services of Independent Contractor. This contract would be used to enlist the services of Psychiatric Health providers that can assist the Mobile Crisis Unit in Las Vegas, NV in providing immediate support and crisis intervention, thus reducing emergency room visits and avoiding psychiatric hospitalizations.

The provider agreement contracts would be used for the following services.

- PSYCHIATRIC ASSESSMENTS, MEDICATION EVALUATIONS AND FOLLOW UP APPOINTMENTS FOR YOUTH AND ADOLESCENTS IN THE LAS VEGAS, NV REGION

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

The Attorney General's Office has reviewed and approved these provider agreement contracts as to form.

AUG 19 2015

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

And

Independent Contractor: _____
Address: _____
Ph: _____

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

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

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

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

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

3. CONTRACT TERM. This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to _____ (not to exceed the end of the second (2nd) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10).

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

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

- ATTACHMENT AA: SCOPE OF WORK: PSYCHIATRIC ASSESSMENTS, MEDICATION EVALUATIONS AND FOLLOW UP APPOINTMENTS FOR YOUTH AND ADOLESCENT IN THE LAS VEGAS, NV REGION
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: FISCAL PROCEDURES; and

ATTACHMENT EE: ADDITIONAL INFORMATION

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

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

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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

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

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

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

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

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

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

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation

coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

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

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

The Contractor shall not commence work before:

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

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

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

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

Whichever occurs later.

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

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

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

Evidence of Insurance:

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

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

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

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

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

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

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

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

26. WARRANTIES.

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

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

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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

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

ATTACHMENT AA

Scope of Work

PURPOSE: The Mobile Crisis Response Teams support youth and families in behavioral and mental health crisis situations and helps to find community services for youth and their families. The Mobile Crisis Team is designed to reduce emergency department visits due to a psychiatric crisis and to reduce psychiatric hospitalizations when appropriate by providing immediate support and crisis interventions, short-term stabilization and case management services. Interventions are provided in the community, home, and/or through phone consultation. The goals of the Mobile Crisis Response Program are:

- Support and maintain youth in their home and community environment.
- Promote and support safe behavior in youth in their homes and community.
- Reduce admissions to Emergency Departments due to a behavioral health crisis.
- Facilitate short term in-patient psychiatric hospitalization when needed.
- Assist youth and families in accessing and linking to on-going support and services.

EXPECTED KNOWLEDGE AND SKILLS: A multidisciplinary mental health practice that has a diverse team of mental health experts (licensed -psychiatrists, psychologists, neuropsychologists, clinical social workers, and marriage and family therapists) who provide patient care collaboratively than any one individual practitioner could provide in isolation in the Las Vegas, Nevada Area. The practice will also need to provide Psychiatry Services, Therapy Services, Psychological Testing & Assessment, and Training and Consultation.

SERVICES TO BE PROVIDED: Provider will perform initial psychiatric assessments, medication evaluations and follow up medication appointments for youth and adolescents referred by the Division of Child and Family Services' Mobile Crisis Response Team (MCRT) in the Las Vegas, Nevada area.

Provider will reserve a block of time each week within their schedule to specifically see referred MCRT clients. Initial evaluations will be scheduled within a week of MCRT contacting the Provider to set the appointment. Referrals are not guaranteed by DCFS.

PROVIDER COST/DURATION OF CONTRACT

This provider agreement will be in effect for a period of two years. Provider will bill on an hourly basis at \$135.00 per hour stating client name and specific services rendered. Provider will not be paid or reimbursed for Medicaid eligible youth.

Attachment BB
Insurance Schedule

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

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

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

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4400
Fax: (775) 684-4455

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

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

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

All certificates required by this Contract shall be sent directly to

DCFS Contract Manager
State of Nevada
Department of Health & Human Services

Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4400
Fax: (775) 684-4455

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

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

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

_____	_____	_____
Independent Contractor's Signature	Date	Title
_____	_____	<u>Administrator, Division of Child and</u>
Signature – State of Nevada	Date	<u>Family Services</u>
		Title

Draft - Do Not Sign - Consult DCFS Contract Manager

ATTACHMENT CC
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

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

And

Hereinafter referred to as "Business Associate".

PURPOSE. In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

WHEREAS, HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

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

I. DEFINITIONS.

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
 - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
- c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
- d. **Parties** shall mean the Business Associate and the Covered Entity.

3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF COVERED ENTITY

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

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

ATTACHMENT DD
FISCAL PROCEDURES

FISCAL INFORMATION

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

BILLING INFORMATION

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

CONTRACT CAPITATION

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

Attachment EE
ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as? Yes No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency? Yes No

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

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

Company Name

Service Areas Where Located and Willing to Travel to

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

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 22, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Kim Perondi, Budget Analyst
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME FISCAL YEAR 2015
3RD QUARTER REPORT AND FISCAL YEAR 2015 4TH QUARTER
RECOMMENDATION.**

Agenda Item Write-up:

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

The 3rd quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$9,266,310.19 with \$3,380,254.82 paid out of the Victims of Crime Program account and \$5,886,055.37 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.3 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 4th quarter of FY 2015.

Statutory Authority:

BOE approval required pursuant to NRS 217.260

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

Brian Sandoval
Governor



James R. Wells, CPA
Interim Director

Bryan Nix, Esq.
VOCP Coordinator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Victims of Crime Program

P.O. Box 94525 | Las Vegas, Nevada 89193-4525
Southern Nevada: (702) 486-2740 | www.voc.nv.gov | Northern Nevada: (775) 688-2900

April 13, 2015

To: Jim Wells, Clerk, Board of Examiners
From: Bryan Nix, Coordinator, Victims of Crime Program
Re: VOCP 3rd Quarter FY 2015 Report, and 4th Quarter FY 2015 Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the policies adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to these policies, NRS 217.245 provides that the claim is deemed paid in full. Claims are categorized as to their priority; and Claims categorized as the highest priority are paid, in whole or in part, before other claims.

Priority One and Two claims are paid weekly during the quarter, and accrued Priority Three claims are paid at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to Board policies.

Claim Payments

The following chart shows claim payments made in FY 2015, by benefit type. As this chart shows the VOCP satisfied **\$9,266,310.19** in victim medical bills and claims for **\$3,380,254.82** of available funding. After bill review and application of Board Policies we have had a total savings of **\$5,886,055.37** over the billed amount in fiscal year 2015.

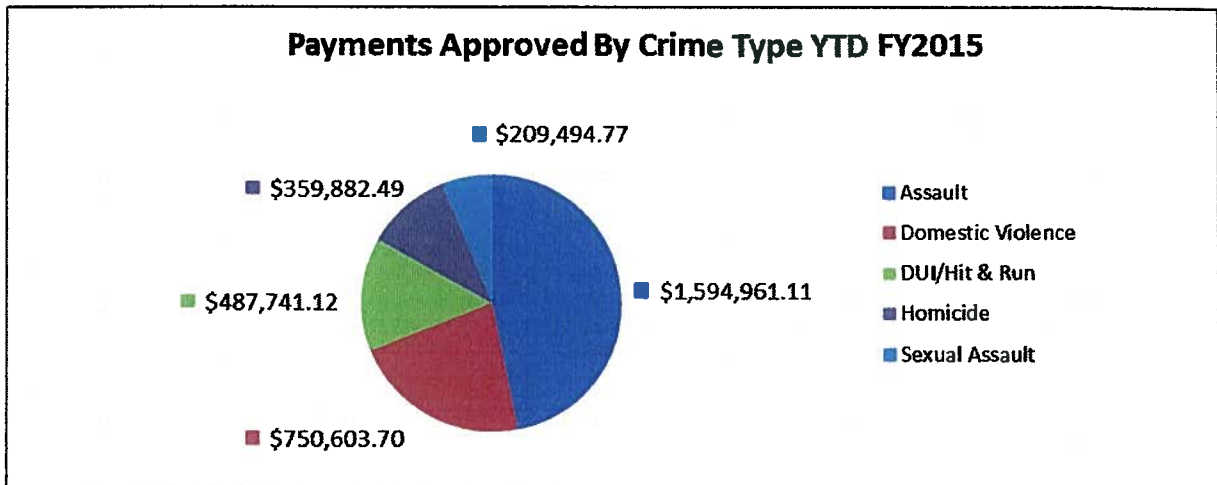
Payment Amounts by Type Fiscal Year 2015				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic/Physical Therapy	281	196,372.23	54,252.89	142,119.34
Counseling	1957	532,022.52	160,800.50	371,222.02
Survivor Benefits	40	37,607.31	0.00	37,607.31
Dental	140	314,511.77	89,504.09	225,007.68
Discretionary*	297	292,303.89	1,692.60	290,611.29
Funeral Expense	118	291,017.33	5,221.16	285,796.17
Lost Wages	311	331,512.57	510.76	331,001.81
Medical - Hospital	401	4,312,090.78	3,776,910.87	535,179.91
Medical - Other	1468	1,596,824.03	763,397.83	833,426.20
Prescription	166	31,407.05	14.52	31,392.53
Vision	42	20,734.54	4,072.75	16,661.79
Pending Priority Three Payments 2nd Quarter 2015	237	1,309,906.17	1,029,677.40	280,228.77
Total Payments YTD FY2015	5458	\$9,266,310.19	\$5,886,055.37	\$3,380,254.82

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

** There are **\$1,309,906.17** in pending Priority Three Claims (hospital bills, etc), which will be paid **\$280,228.77**, 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 4th 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.

Financial Position and Fourth Quarter 2015 Projections	
Projected Funds Available for Payments FY15 Less 45 Day Reserves	\$13,056,266.78
Less: 1st Quarter Payments	\$1,198,830.95
Less: 2nd Quarter Payments	\$1,269,536.83
3rd Quarter Priority 1 & 2 Payments	\$631,658.27
3rd Quarter Priority 3 Payments	\$280,228.77
Total 3rd Quarter 2015 Payments	\$911,887.04
Projected Funds Available for Remainder of FY15 Less 45 Day Reserves	\$9,676,011.96
Projected Payments 4th Quarter FY15*	\$1,357,757.53
Projected Funds Available for FY16 Less 45 Day Reserves	\$8,318,254.43
Recommended Priority 3 Payment Percentage 4th Quarter FY15	100%
*Average of last 6 quarters	

As required, a 45 day operating expense reserve of \$814,097.22 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. We have also seen a significant decrease in hospital expenses due to changes made to Medicaid rules under the Affordable Care Act. Qualified applicants can now receive up to three months retroactive coverage. Since many applicants to our program qualify for Medicaid, their emergency treatment is now being paid by the state. Our reserves for future claims stand at \$8.3 million. We expect to use these reserves over the next five years as the amount of our Federal Grant decreases.

Our current financial review shows that we have sufficient funding to cover remaining 3rd quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% in the fourth quarter of fiscal year 2015.

Recommendation

We are projecting Priority One and Two payments totaling **\$832,552.60** and projected Priority Three payments totaling **\$525,204.93**, for a total expense of **\$1,357,757.53** for the 4th quarter.

After reserving **\$814,097.22** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 4th quarter total **\$9,676,011.96**.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 4th quarter of FY 2015.



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

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

Date: August 31, 2015
To: James R. Wells, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

APPROVAL OF LAND EXCHANGE

Pursuant to NRS 323.100, The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land.

Agenda Item Write-up:

Land Exchange Agreement between the Department of Wildlife and Nevada citizens the Scott Family.

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Wildlife (NDOW) and Nevada citizens the Scott Family. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The state and the Scott Family are sharing equally in the costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Washoe County. NDOW had concurred with the exchange and has no objections to the terms of the agreement.

Additional Information:


The state and the Scott Family have been in negotiations for many years to resolve an encroachment onto state lands by the Scott Family. The encroachment predates the state's ownership, occurring while the property was still in federal ownership. The state property is

currently assigned to the Department of Wildlife for management and administration as a small wildlife management area and fisherman access along the Truckee River.

The state and the Scott Family have reached an agreement to adjust the common property line, exchanging approximately 29,590 square feet of respective ownerships.

Statutory Authority:

NRS 41.037

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

CHAPTER 323 - EXCHANGE OF STATE LANDS

<u>NRS 323.010</u>	“Taylor Grazing Act” defined.
<u>NRS 323.020</u>	Authority of State Land Registrar concerning exchange of state lands for lands of United States.
<u>NRS 323.030</u>	Basis of exchange; reservation of mineral rights and easements.
<u>NRS 323.040</u>	Agreement concerning exchange not to surrender jurisdiction of State.
<u>NRS 323.050</u>	Sale of land received in exchange.
<u>NRS 323.100</u>	Authority of State Land Registrar to exchange land of equal value or land whose value is equalized by payment of money.

NRS 323.010 “Taylor Grazing Act” defined. As used in this chapter, “Taylor Grazing Act” means that certain Act of Congress approved June 28, 1934, and being chapter 865, 48 Stat. 1269, together with all acts amendatory thereof and supplementary thereto.

[Part 1:94:1937; 1931 NCL § 5588.01]

NRS 323.020 Authority of State Land Registrar concerning exchange of state lands for lands of United States.

1. The State Land Registrar is authorized to negotiate with the Secretary of the Interior of the United States concerning the exchange of state lands for lands belonging to the United States within or without the boundaries of stock grazing districts created within this state by the Taylor Grazing Act.

2. The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee:

(a) Exchange and cause to be exchanged, pursuant to the negotiations, lands belonging to the State and then and there subject to sale by the State for lands belonging to the United States and subject to exchange for state lands pursuant to section 8 of the Taylor Grazing Act;

(b) Deliver to the United States proper conveyances of title to the state lands so exchanged; and

(c) Require of the proper officer or department of the United States Government similar conveyances of title to the State of the lands received from the United States in the exchange.

[Part 1:94:1937; 1931 NCL § 5588.01]—(NRS A 1975, 107; 1989, 512)

NRS 323.030 Basis of exchange; reservation of mineral rights and easements.

1. The state lands exchanged for lands of the United States under the provisions of this chapter shall be exchanged either upon an equal value basis or upon an equal acreage basis, but upon no other basis.

2. The mineral rights in the state lands exchanged on an equal acreage basis shall be reserved to the State. If such lands are exchanged upon an equal value basis, the mineral rights of the State, if such lands contain minerals, shall be considered in arriving at the valuation for exchange purposes.

3. The State Land Registrar shall make such reservations of easements, rights of use, and rights of ingress and egress with respect to any state land offered for exchange as will protect the citizens and inhabitants of this state and other states in their rights on and concerning public lands as is provided by law and also as contained in section 8 of the Taylor Grazing Act.

[2:94:1937; 1931 NCL § 5588.02]—(NRS A 1975, 107)

NRS 323.040 Agreement concerning exchange not to surrender jurisdiction of State. The State Land Registrar is empowered to exchange and cause to be exchanged state lands for lands of the United States pursuant to section 8 of the Taylor Grazing Act and the rules and regulations of the Secretary of the Interior relating thereto, but the State Land Registrar shall enter into no agreement concerning the exchange of lands that will surrender or cause to be surrendered any jurisdiction of this state over the lands and people and property thereon situate that the State possesses over the public domain belonging to the United States within this state.

[Part 3:94:1937; 1931 NCL § 5588.03]—(NRS A 1975, 107)

NRS 323.050 Sale of land received in exchange. All lands received from the United States in exchange for state lands may be sold with the approval of the State Board of Examiners and the Interim Finance Committee.
[Part 3:94:1937; 1931 NCL § 5588.03]—(NRS A 1975, 62; 1989, 512)

NRS 323.100 Authority of State Land Registrar to exchange land of equal value or land whose value is equalized by payment of money.

1. The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land. The Division of State Lands of the State Department of Conservation and Natural Resources shall determine the values of the lands or interests in land which are to be exchanged. The values must be equal or, if the values are not equal, the values may be equalized by the payment of money, if the payment is not more than 25 percent of the total value of the lands or interests in land.

2. Upon effecting an exchange, the State Land Registrar shall deliver to the transferee proper conveyances of title to the state lands exchanged and shall require proper conveyances of title to the State of the lands received pursuant to the exchange.

(Added to NRS by 1981, 383; A 1989, 512; 1997, 972)

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

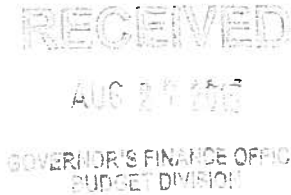
Memorandum

Date August 27, 2015

To: James R. Wells, Director, Department of Administration
ATTN: Jim Rodriguez, Budget Analyst IV

From: Charles Donohue, Administrator

Re: Exchange/Boundary Line Adjustment Agreement
State of Nevada and Scott Family, LLC



Pursuant to NRS 323.100, enclosed please find four (4) original Exchange Agreements to be scheduled for the approval by the Board of Examiners and Interim Finance Committee. I would appreciate having this matter scheduled for the October 13, 2015 BOE and the October 21, 2015 IFC meetings.

The State and the Scott Family have been in negotiations for many years to resolve an encroachment onto State lands by the Scott Family. The encroachment predates the State's ownership, occurring while the property was still in federal ownership. The State property is currently assigned to the Department of Wildlife for management and administration as a small wildlife management area and fisherman access along the Truckee River.

The State and the Scott Family have reached agreement to adjust our common property line, exchanging approximately 29,590 square feet of our respective ownerships. The final square footage to be exchanged will be equal. Both properties are located along the Truckee River, west of the Lockwood area. The Department of Wildlife has concurred with this exchange.

A market analysis of the two properties has been completed by my office, pursuant to NRS 323.100. I have determined the value of the State and Scott properties to be exchanged are of equal value at approximately \$6,800.

The State and the Scott Family are sharing equally in the costs associated with the proposed exchange, including survey, title, and lot line adjustment processing with Washoe County.

I appreciate your assistance on this matter. If you have any questions or require any additional information, please do not hesitate to contact me. Please return three (3) original copies of the approved Exchange Agreement to me.

Enclosures – Four (4) Original Exchange Agreements



WL-62/BRB/#2473/Int#14484
Washoe County
A.P.N.:084-070-22, 084-070-21

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

AGREEMENT

SCOTT FAMILY BOUNDARY LINE ADJUSTMENT

This Agreement is executed this 27th day of August, 2015 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the NEVADA DEPARTMENT OF WILDLIFE, hereinafter referred to as "STATE", and the SCOTT FAMILY LLC., hereinafter referred to as SCOTT FAMILY,

WITNESSETH

WHEREAS, SCOTT FAMILY owns Washoe County Assessor's parcel number 084-070-21; and

WHEREAS, THE STATE, owns Washoe County Assessor's parcel number 084-070-22; and

WHEREAS, the SCOTT FAMILY is encroaching on STATE property, confirmed by a survey and investigation conducted on January 6, 2012 on the STATE's parcel; and

WHEREAS, the STATE and the SCOTT FAMILY desire to adjust the property boundaries of their properties mentioned above to take corrective action to cure the aforementioned encroachment; and

WHEREAS, the STATE and SCOTT FAMILY agree to use the Washoe County Boundary Line Adjustment Process to facilitate the corrective action necessary to cure the aforementioned encroachment;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The SCOTT FAMILY hereby acknowledges it is encroaching on STATE property designated as Washoe County A.P.N.:084- 070-22.
2. The STATE and the SCOTT FAMILY desire to adjust the property boundaries of their properties mentioned above to cure the afore mentioned encroachment by taking the necessary corrective action, including conducting the necessary survey and plat preparation through Washoe County's Boundary Line Adjustment Process.
3. The Parties agree to equally split the cost of any surveys necessary to complete the Boundary Line Adjustment process to cure the encroachment. The Parties agree that the STATE will file and/or record such documents as it is permitted by law to file or record to effectuate the Boundary Line Adjustment, in order to avoid incurring filing and/or recording fees. To the extent filing or recording fees are nevertheless incurred, the Parties will equally split those fees.
4. To eliminate the encroachment, approximately 29,590 square feet from the STATE's parcel will be added to the SCOTT FAMILY'S parcel and approximately 29,590

square feet will be added to the STATE's parcel from the riparian portion of the SCOTT FAMILY parcel, as generally depicted on the attached Exhibit 'A'.

5. The parties agree that the identification and final survey and platting of the lands agreed to be exchanged will be a three step process whereby: 1) the surveyor is given the general parameters of the agreed upon parcel size, location and configuration, as depicted on the attached Exhibit A; 2) the surveyor will use temporary staking to layout the parcels on the ground for the review and acceptance by the parties; 3) upon acceptance by the parties, the surveyor will finalize the survey, placing the necessary monuments, and finalize the record of survey or plat as required by Washoe County for filing with and approval by Washoe County.
6. The State recognizes that the Scott Family has rights to the Noce Ditch that crosses State property for access and for the purposes of maintenance of the ditch and the continued use of the ditch for irrigation of their parcel.
7. All personal property, fixtures, and improvements placed by the SCOTT FAMILY on those areas of STATE property, which will remain in STATE ownership after the Boundary Line Adjustment must be removed and the property returned to as near as possible its natural condition within 30 days of execution of this Agreement.
8. All the property which will be owned by the STATE after the completion of the Boundary Line Adjustment will be subject to the restrictions and covenants set forth in the Quitclaim Deed dated March 22nd, 1978 from the United States to the State of Nevada, Washoe County document #523661, Book 1220, page 458.

9. If the Boundary Line Adjustment process is not successfully completed within 180 days of the date of approval of this AGREEMENT by the Board of Examiners and Interim Finance Committee, then this agreement shall terminate and the matter shall be referred to the Attorney General's office to resolve the encroachment.
10. All notices under this AGREEMENT shall be in writing and delivered in person or sent by certified mail, return receipt requested, to STATE and to the SCOTT FAMILY at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

DEPARTMENT'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

SCOTT FAMILY'S ADDRESS:

Scott Family LLC.
C/O Carol A. Majors
P.O. Box 1783
7515 Tholl Road
Reno, Nevada 89505

11. Failure to concur with or comply with any of the conditions contained herein will cause this AGREEMENT to become invalid and may be terminated by the non-breaching party upon written notice to the other party. Such notice shall be deemed to be effective three days after the date of mailing to the above-stated address.
12. This AGREEMENT and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the AGREEMENT may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties.
- When executed by the STATE and SCOTT FAMILY, this AGREEMENT shall be

binding upon the STATE and the SCOTT FAMILY, and their successors, assigns, and heirs.

13. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT:

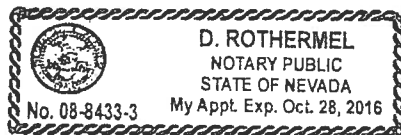
**STATE OF NEVADA
Division of State Lands**

By Charles Donohue
CHARLES DONOHUE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)
 :ss.
CARSON CITY)

On August 27, 2015, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands personally appeared before me, a notary public,, who acknowledged that he executed the above document.

D. Rothermel
NOTARY PUBLIC

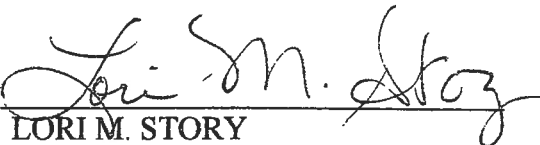



NOTARY PUBLIC

Notary Public
State of Nevada
Exp: 08/01/2017

APPROVED as to Form:


ADAM PAUL LAXALT
Attorney General

By: 
LORI M. STORY
Senior Deputy Attorney General

Date: 8/24/15

APPROVED:

STATE OF NEVADA
Department of Wildlife

By: 
Tony Wasley
Director

Date: 8/25/15

APPROVED:
NEVADA BOARD OF EXAMINERS

Date: _____

APPROVED:
INTERIM FINANCE COMMITTEE

Chairman

Date: _____

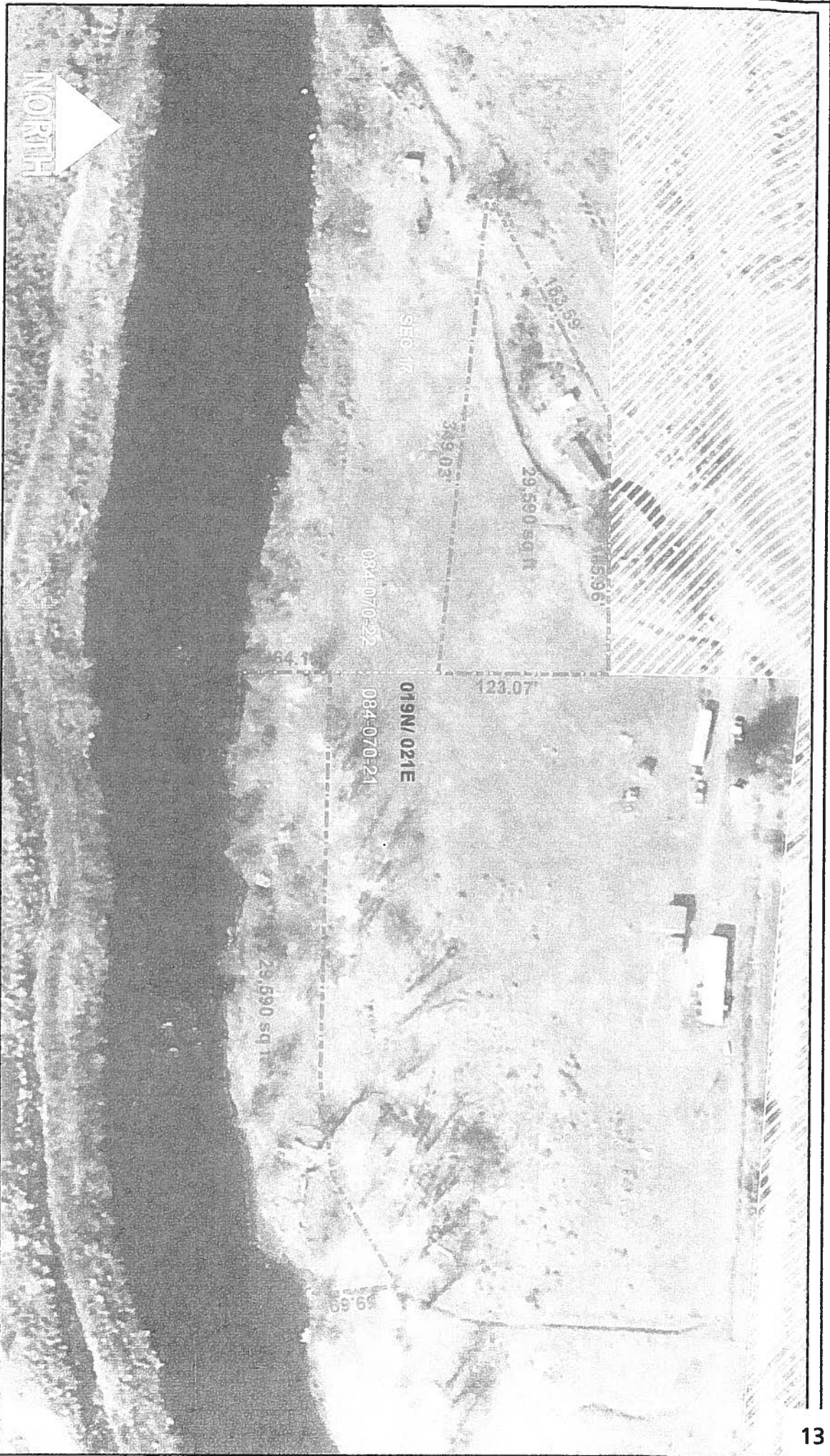


EXHIBIT A

**LAGOMARSINO CANYON WMMU
BOUNDARY LINE ADJUSTMENT
WASHOE COUNTY, NV**

**PROPOSED EXCHANGE-29590 sq ft
RR ROW**

This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

REV. 10/27/2014

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

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

Date: August 31, 2015
To: James R. Wells, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval to enter into a lease with the Board of Regents – College of Southern Nevada for occupancy and use of state owned property for childcare facility purposes.

Additional Information:

State Land's owns a parcel of land that the College of Southern Nevada has been authorized to occupy under a License Agreement since 2001. The College placed two modular buildings, three storage units, two shade structures and a covered play area to provide child care services for students and staff. The DAG recently reviewed the agreement and recommended that a Lease is more appropriate to provide better protections for both the Lessee and the state. The College has been paying, and will continue to pay \$1,842.00 per month.

Statutory Authority:

NRS 332.007

REVIEWED: _____ ACTION ITEM: _____

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

AUG 27 2015

August 27, 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

TO: JIM RODRIGUEZ, FINANCE OFFICE, BUDGET ANALYST IV

FROM: DEANN MCKAY, DCNR, STATE LANDS, STATE LAND AGENT III *DM*

THROUGH: CHARLES DONOHUE, DCNR, STATE LANDS, ADMINISTRATOR *CD*

RE: AGENDA ITEM for OCTOBER BOE (Oct 13th) & IFC (Oct 21st) MEETINGS
Lease Agreement: Nevada Board of Regents-College of Southern Nevada
6255 College Drive, Las Vegas, Nevada

Pursuant to NRS 322.007 and 322.050, we are requesting the attached Lease Agreement as issued to the Board of Regents on behalf of the College of Southern Nevada ("College") for occupancy and use of the above referenced property for childcare facility purposes be placed on the agendas for the Board of Examiners and Interim Finance Committees as scheduled in October 2015.

The facility is currently authorized through a License Agreement, but it has been determined that a Lease is more appropriate because the use of state land is no longer considered short term.

The Lease will commence upon approval of the Board of Examiners and the Interim Finance Committee for a FIVE (5) year term, terminating on June 30, 2020.

Both NRS 321.007 (1) and 321.335 (1) provide for an exemption of securing two appraisals when leasing to a state of local government.

Pursuant to NRS 321.003 (2) and 322.060 (2), a monthly rental fee of \$1,842.00 is being assessed based upon fair market value of the land as determined in the appraisal report prepared by Southwest Property Consultants dated March 25, 2015. The appraisal report was reviewed and accepted by State Lands on April 10, 2015.



HR 4/DMM/5189/14463
Clark County APN:
163-02-601-007

Return to:
DIVISION OF STATE LANDS
5003 So. Stewart Street, Suite 5003
CARSON CITY NV 89701

LEASE AGREEMENT

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF COLLEGE OF SOUTHERN NEVADA
CHARLESTON CAMPUS CHILD CARE FACILITY**

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 27th day of August, 2015, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, herein referred to as LESSOR, and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, the STATE OF NEVADA owns property located at 6255 College Drive, Las Vegas, Nevada, 89146, Clark County Assessor's Parcel Number 163-02-601-007; and

WHEREAS, the LESSEE has occupied the aforementioned property since July 12, 2001 as authorized by the LESSOR through a License Agreement for the placement of TWO (2)

DUPLICATE ORIGINAL

modular buildings, THREE (3) storage units, TWO (2) shade structures, covered play area and adjacent parking lot to provide child care services for students and staff of the adjacent college; and

WHEREAS, due to time constraints in obtaining approvals by the Board of Examiners and the Interim Finance Committee, a License Agreement was issued to the LESSEE on June 16, 2015 for the continued occupancy and use of the premises; and

WHEREAS, LESSEE has exclusively occupied the premises for a period greater than TWO (2) years as initially authorized in the Agreement for Limited License, dated July 12, 2001; as such it has been determined the appropriate authorization document for the occupancy and use of this property is a Lease Agreement; and

WHEREAS, pursuant to NRS 322.050 and 322.060, the State Land Registrar may lease land on behalf of the State of Nevada for such a term and consideration as determined reasonable based upon fair market value of the land; and

WHEREAS, pursuant to NRS 321.007 (1) (a), land which is leased to a state or local governmental entity is not subject to the submittal of two independent appraisals. However, the LESSEE submitted an appraisal report dated March 25, 2015 as prepared by Southwest Property Consultants which was utilized in determining the monthly rental fee for the June 2015 License Agreement; and

WHEREAS, in order to preserve the integrity of the aforementioned appraisal report within SIX (6) months, the LESSOR and LESSEE, have agreed to proceed immediately with the execution of a Lease Agreement.

NOW THEREFORE, for and in consideration of the rents herein reserved and the

9/16/15

covenants, terms and conditions herein contained, the LESSOR does hereby grant to LESSEE a Lease on the following described property situate in Section 2, Township 21 South, Range 60 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is further depicted hereto as **EXHIBIT B** and by reference made a part hereof. The PREMISES is further described as:

**A portion of Clark County Assessor's Parcel Number: 163-02-601-007
6255 College Drive, Las Vegas Nevada
Located east of the campus of the College of Southern Nevada approximately
325 feet south of Charleston Boulevard on the east side of Community College Drive,
containing 37,700 square feet of land.**

1. **USE OF THE PREMISES:** The premises and the facilities thereon will be used for the purpose of providing childcare services for students and staff of the adjacent college. All activities must be compatible with and not interfere with LESSOR'S potential use of the site. Should LESSOR notify LESSEE of any incompatible activity or interference, the activity will cease immediately. LESSEE shall not permit the premises to be used for any business or commercial enterprises, or for any other purpose, without the written consent of LESSOR

2. **TERM OF LEASE:** LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, the premises heretofore described commencing with approval of the Board of Examiners and the Interim Finance Committee for a FIVE (5) year term and terminating at midnight on June 30, 2020, unless this Lease has been terminated by mutual agreement of the parties, or has been terminated pursuant to any other provision of this lease.

3. **TERMINATION:** Either party shall have the right to terminate this Lease in whole or part at any time during the term hereof provided, however, that either party shall give a

NINETY (90) day written notice of election to terminate. Upon termination of this Lease, the LESSEE understands and agrees the improvements including but not limited to the TWO (2) modular buildings, THREE (3) storage units, TWO (2) shade structures, playground equipment, signage, the grounds and appurtenances therein associated with the childcare facility will be removed and the premises restored to pre-leased condition at the LESSEE'S sole expense.

a. Breach or Default: In the event of any failure by LESSOR or LESSEE to keep and comply with any of the terms, conditions, covenants or provisions of this Lease or any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, except for default in the obligation of LESSEE to pay rent in a timely fashion, which default must be cured or removed without notice within fifteen (15) days from the date on which the rental payment is due and payable. In the event of breach or default by LESSEE which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession, and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Leased premises, removing all person and property therefrom with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

b. Early Termination: This Lease may be terminated prior to the term set forth hereinabove or prior to the natural expiration of any renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR or LESSEE including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

4. **CONSIDERATION:** In consideration of this Lease, LESSEE agrees to pay EIGHTEEN HUNDRED FORTY TWO AND NO/100 DOLLARS (\$1,842.00) per month to the LESSOR for this lease on state land [NRS 322.060(2)]. Said rental fee is due on the 1st day of the succeeding month after approval of the Lease Agreement by the Board of Examiners and Interim Finance Committee and continuing to be paid every first day of the month as long as this Lease Agreement is in place. This is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST. STE 5003
CARSON CITY, NEVADA 89701**

a. Late Fees: If, after full execution of this Lease, any payment is not made to LESSOR within **THIRTY (30) days** of the due date as provided herein, the LESSEE shall pay the LESSOR a late payment fee in the amount of NINETY DOLLARS AND NO/100 (\$90.00). If late fees become more than **SIXTY (60) days** in arrears, this Lease may be terminated by the LESSOR.

b. Rental Reevaluation: The LESSOR reserves the right to reevaluate, reassess and adjust the rental fee. Annual rental reassessments will be calculated by the LESSOR on each yearly anniversary of this Lease, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the U.S. Department of Labor (all Urban Customers) or by assessing a 3% escalation, whichever is greater. If the LESSOR anticipates an increase in the annual fee, LESSOR will give LESSEE no less than NINETY (90) days written notice of the fee increase. Should LESSEE dispute a proposed lease fee increase, the dispute may be resolved

through a Market Rent Analysis to determine the current fair market value of the use. The LESSEE shall pay for the analysis and any associated costs. The LESSOR reserves the right to review and accept or decline this analysis.

5. **UTILITIES AND SERVICES:** LESSEE shall furnish and pay for all utilities necessary to maintain the facility and premises during the term of the Lease. LESSOR shall not be liable for failure to furnish any of the above-mentioned utilities and services. LESSOR shall further not be liable for any loss or injury to LESSEE'S property occasioned by acts, omissions, or conditions beyond LESSOR'S control, including but not limited to accidents, natural disasters, or strikes.

6. **REPAIR AND MAINTENANCE:** LESSEE agrees to make any and all repairs and agrees to maintain the demised premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted.

LESSEE, shall, at its own expense, pay for services and other costs of installing, maintaining, operating its equipment and other personal property. Any damage to the LESSOR'S property caused by the LESSEE shall either be repaired by the LESSEE within thirty (30) days or LESSOR shall be reimbursed by LESSEE for the actual cost of the repair. LESSEE shall not make any alterations to LESSOR'S property without prior written consent of LESSOR.

LESSEE shall not commit, or suffer to be committed, any waste upon LESSOR'S property. Upon expiration of this lease, if so requested by LESSOR, the LESSEE shall, at its

own expense, restore the premises to the condition prior to the making of changes or installation of improvements, reasonable wear and tear excepted.

7. **AMENDMENT OR MODIFICATION:** The Lease, along with any exhibits and attachments hereto, constitutes the entire agreement between the parties and may only be amended or modified with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto. It is understood that there are no oral agreement between the parties hereto and that all previous negotiations and discussions between the parties hereto affecting this Lease are superseded by this Lease.

8. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign or sublease any portion of the Leased premises unless allowed under advance written approval by LESSOR.

9. **ORDINANCES AND STATUTES:** LESSEE shall comply with all ordinances, statutes and requirements of all state authorities now in force or which may hereinafter be put into force pertaining to the premises or use of the premises by LESSEE. This Lease is specifically conditioned upon LESSEE obtaining necessary approval from the appropriate State of Nevada licensing agencies to license its programs and to maintain the necessary license.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** LESSEE to accept PREMISES "As Is" in its current condition as already occupied by LESSEE. LESSEE may request, at any time during the Lease term, subject to the prior written approval of LESSOR, and entirely at LESSEE'S expense, to make alterations, additions or improvements in and to the Leased premises and buildings. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the

Leased premises or buildings. Improvements shall be paid for by the LESSEE unless the LESSOR agrees to provide certain improvements through the State of Nevada budgetary process. Improvements to the PREMISES shall comply with applicable laws, regulations and codes and shall only be made with the prior written approval of the LESSOR. All improvements on or in the Leased premises prior to the LESSEE'S occupancy shall remain property of the LESSOR. All improvements installed by the LESSEE on or in the Leased premises at the time of their occupancy and any that may have been erected or installed subsequently shall remain the LESSEE'S property. Upon cancellation or termination of this Lease, the LESSEE will remove their improvements and restore the premises to pre-leased condition at their sole expense.

11. **INSURANCE:** LESSEE, at its expense, will insure the building, structures and its tangible assets located within the described property against any loss with extended coverage property policies. If LESSEE is self-insured, LESSEE shall provide proof acceptable to the LESSOR's Risk Manager of sufficient levels or coverage upon commencement of the Lease term. The remainder of this provision is applicable to all Non-Governmental Entities. In addition, LESSEE shall, at its own expense, obtain and keep in force during the term of this Lease, a liability policy with Combine Single Limit Bodily Injury and Property Damage coverage insuring the LESSEE against any liability arising out of the use and maintenance of the described property and all other areas appurtenant thereto. Such insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. The limits of said insurance shall not limit the liability of the LESSEE hereunder. All insurance proceeds from casualty losses shall be payable as hereinafter provided. LESSEE shall furnish to LESSOR certificates evidencing such coverage throughout the Lease term. All such insurance shall be

with insurers that are acceptable to the LESSOR, shall name LESSOR, as additional insured. Such insurance shall not be canceled or modified materially without LESSEE first giving written notice thereof to LESSOR at least THIRTY (30) DAYS in advance of such cancellation or modification. All such insurance shall contain a provision making any losses payable to LESSEE and LESSOR, as their respective interests may appear.

12. **INDEMNIFICATION:** LESSEE agrees to save, defend and keep LESSOR free and harmless from any loss, damage, injury or claim arising from LESSEE'S occupancy of the demised premises or grounds, and LESSEE hereby agrees to save and hold harmless LESSOR from any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises on account of or by reason of any injuries or property damage growing out of LESSEE'S occupancy of the premises or grounds. LESSEE does hereby release LESSOR from any and all liability for loss and damage to the real or personal property located on the demised premises, whether belonging to LESSOR or to any third person or person, and occurring from any cause whatever, and including, but not confined to fire, lightning, floods and perils of windstorm, hail, explosion, riot, rioting, attending a strike, civil commotion, aircraft, vehicles and smoke.

13. **LIMITED LIABILITY:** Neither LESSOR nor LESSEE waives any immunity and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41

14. **CHOICE OF LAW AND FORUM:** The laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this Lease. The parties agree any

dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

15. **NOTICES:** LESSOR shall give LESSEE prompt notice of any claim made or suit instituted which in any way affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend same to the extent of its own interest.

All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or to LESSEE at their respective addresses set forth below, or to such other address as may hereafter be designated in writing by either party.

LESSOR:
Nevada Division of State Lands
901 S. Stewart St. Ste 5003
Carson City, Nevada 89701

LESSEE:
College of Southern Nevada
3200 E. Cheyenne Avenue
N. Las Vegas, Nevada 89030

16. **ATTORNEY'S FEES:** In case suit shall be brought for the recovery of any rent due under the provision of the Lease, or for LESSEE'S breach of any other condition contained herein, LESSEE agrees that any judgment which may be entered in favor of either party to such proceeding may include a reasonable attorney's fee to be fixed by the court, which sum the losing party shall pay to the prevailing party.

17. **WAIVER:** The failure of LESSOR or LESSEE to insist upon strict performance of any of the covenants, terms and provisions contained in this lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any to other covenants, terms or provisions, but the same shall remain in full force and effect.

18. **REMEDIES:** The remedies given to LESSOR and LESSEE shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

19. **CONDEMNATION:** If all of the demised premises is taken by eminent domain, condemnation, or purchased under threat thereof, except for a taking for temporary use, this Lease shall be cancelled automatically as of the taking date. If a part of the premises is taken, LESSOR may cancel this Lease. The option to cancel may be exercised within six (6) months of taking by giving LESSEE written notice that the option has been exercised. If there is a taking of the premises for temporary use, this Lease shall continue in full force and effect, and LESSEE will continue to comply with LESSEE'S obligation under this Lease, except to the extent compliance is rendered impossible to impracticable by reason of the taking. All compensation awarded upon the condemnation or taking will belong to LESSOR. LESSEE hereby waives any interest in any condemnation proceeds or litigation.

20. **WARRANTIES:** LESSOR makes no warranty as to the condition of or the adequacy of the Leased premises for the proposed uses of LESSEE.

21. **ENTRY AND INSPECTION:** LESSEE shall permit the LESSOR or their agents to enter upon the premises at any time, with reasonable notice, for the purpose of inspecting the same.

22. **PAYMENT OF TAXES:** LESSEE shall pay all sales, use, personal property and real property taxes or any other assessments on the demised premises when due, including improvement thereon during the term hereof or any renewal period.

23. **WRITTEN CONSENT OF LESSOR:** In any case that requires that written consent of LESSOR, such consent shall not be unreasonably withheld.

24. **CUMULATIVE REMEDIES:** All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or equity.

25. **FORCE MAJEURE:** Any delay or stoppage of business due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations or controls, enemy or hostile action, fire or other casualty, shall excuse the performance by such party for a period equal to any such delay.

26. **SUCCESSOR AND ASSIGNS:** Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs, and assigns.

27. **EFFECTIVE DATE:** This Lease shall not become effective unless and until the approval of the State Board of Examiners and the Interim Finance Committee has been secured.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease, in the month and year first above written.

LESSOR:
STATE OF NEVADA
Division of State Lands

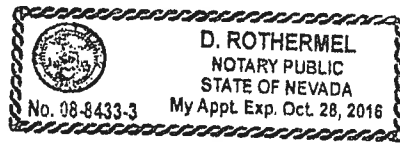
By Charles Donohue
CHARLES DONOHUE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)

COUNTY OF CARSON) SS:

On Aug 27, 2015 CHARLES DONOHUE, in his capacity as Administrator and Ex-Officio State Land Registrar, Division of State Lands, personally appeared before me, a Notary Public, who acknowledges that he executed the above document on this date.

D. Rothermel
NOTARY PUBLIC



APPROVED as to LEGAL FORM:
ADAM PAUL LAXALT
Attorney General

By Lori M. Story
LORI M. STORY
Deputy Attorney General

Date August 11, 2015

DUPLICATE

LESSEE:

**The Board of Regents of the Nevada
System of Higher Education
On behalf of the College of Southern Nevada**

RECOMMENDED BY:

By *Sherril Payne* 8/7/15
SHERRI PAYNE
Sr. Associate Vice President
Facilities Management

Date _____

By *Patricia Charlton*
PATRICIA CHARLTON
Senior Vice President
Strategic Initiatives & Administration

Date 8/12/15

8/21/15

By *Michael D. Richards*
MICHAEL D. RICHARDS
President, College of Southern Nevada

Date: 8.13.15

APPROVED BY:

Daniel J. Klaich
DANIEL J. KLAICH, Chancellor

Date: 8/20/15

STATE OF NEVADA)
COUNTY OF Washoe) SS:

On August 26, 2015, DANIEL J. KLAICH, in his capacity as Chancellor, Nevada System of Higher Education, personally appeared before me, a notary public, who acknowledges that he executed the above instrument.

Daniette E. Williams
NOTARY PUBLIC



Reviewed for Legal form and Sufficiency:

By *Bill Hindley*
CSN, Office of General Counsel

Date 8/6/15

DUPLICATE

APPROVED:
BOARD OF EXMAINERS

By _____

Date _____

APPROVED:
INTERIM FINANCE COMMITTEE

By _____

Date _____

17

ASSESSOR'S PARCELS - CLARK CO., NV.
Micrele W. Shafe - Assessor

163-02-6

S 2 NE 4

2

T21S R60E

121	120	124	122
127	128	126	123
133	132	130	129
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175	174	172	171

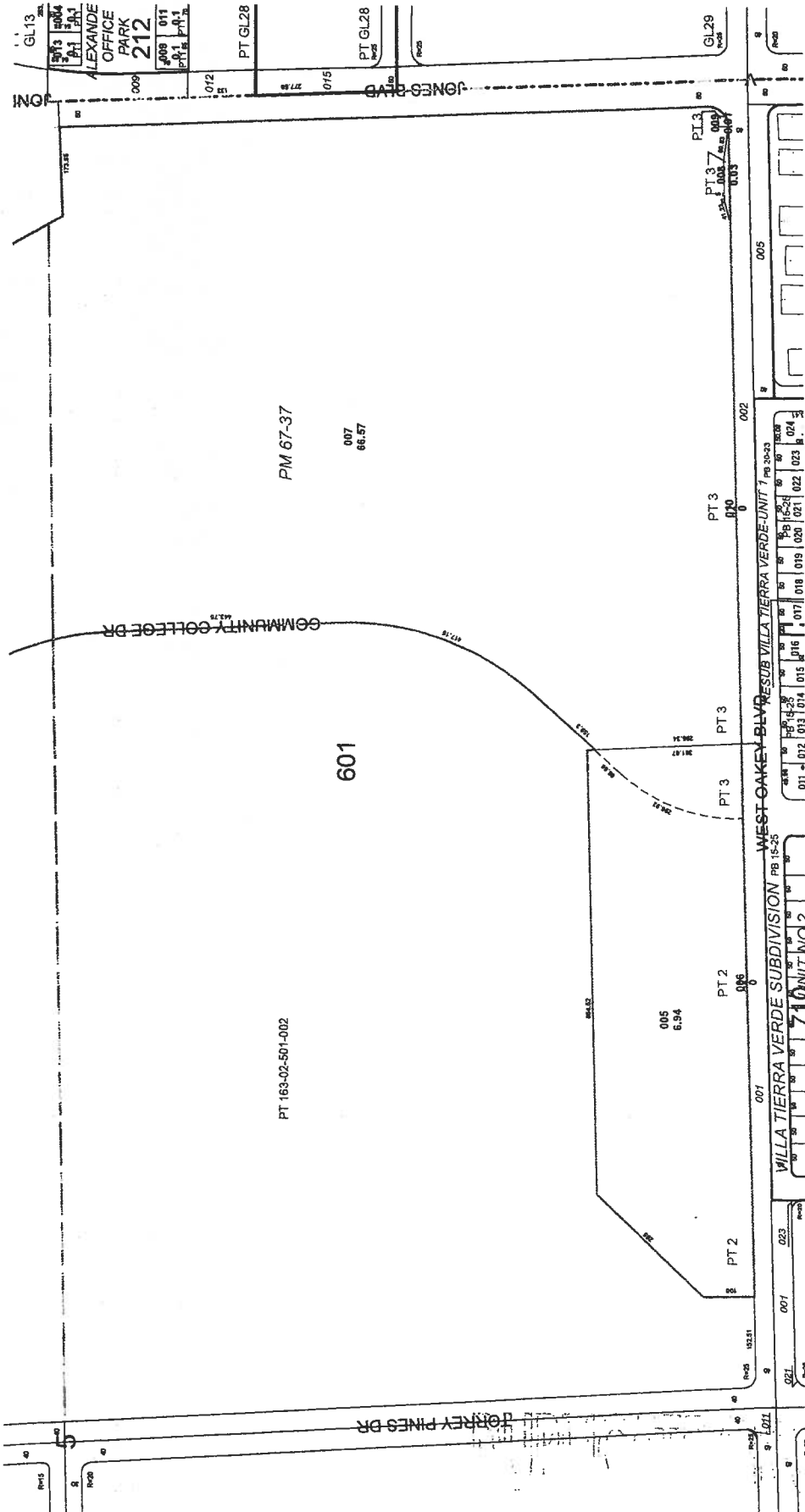
Scale: 1" = 200'

Rev: 02/09/2011

PARCEL BOUNDARY CONDOMINIUM UNIT
SUB BOUNDARY AIR SPACE PCL
PMALD BOUNDARY RIGHT OF WAY PCL
ROAD EASEMENT SUB-SURFACE PCL
MATCH / LEADER LINE 202 PARCEL SUB/SEC NUMBER
HISTORIC LOT LINE P8 24-45 PLAT RECORDING NUMBER
HISTORIC SUB BOUNDARY 5 BLOCK NUMBER
HISTORIC PMALD BOUNDARY 5 LOT NUMBER
SECTION LINE GLS GOV. LOT NUMBER

MAP LEGEND

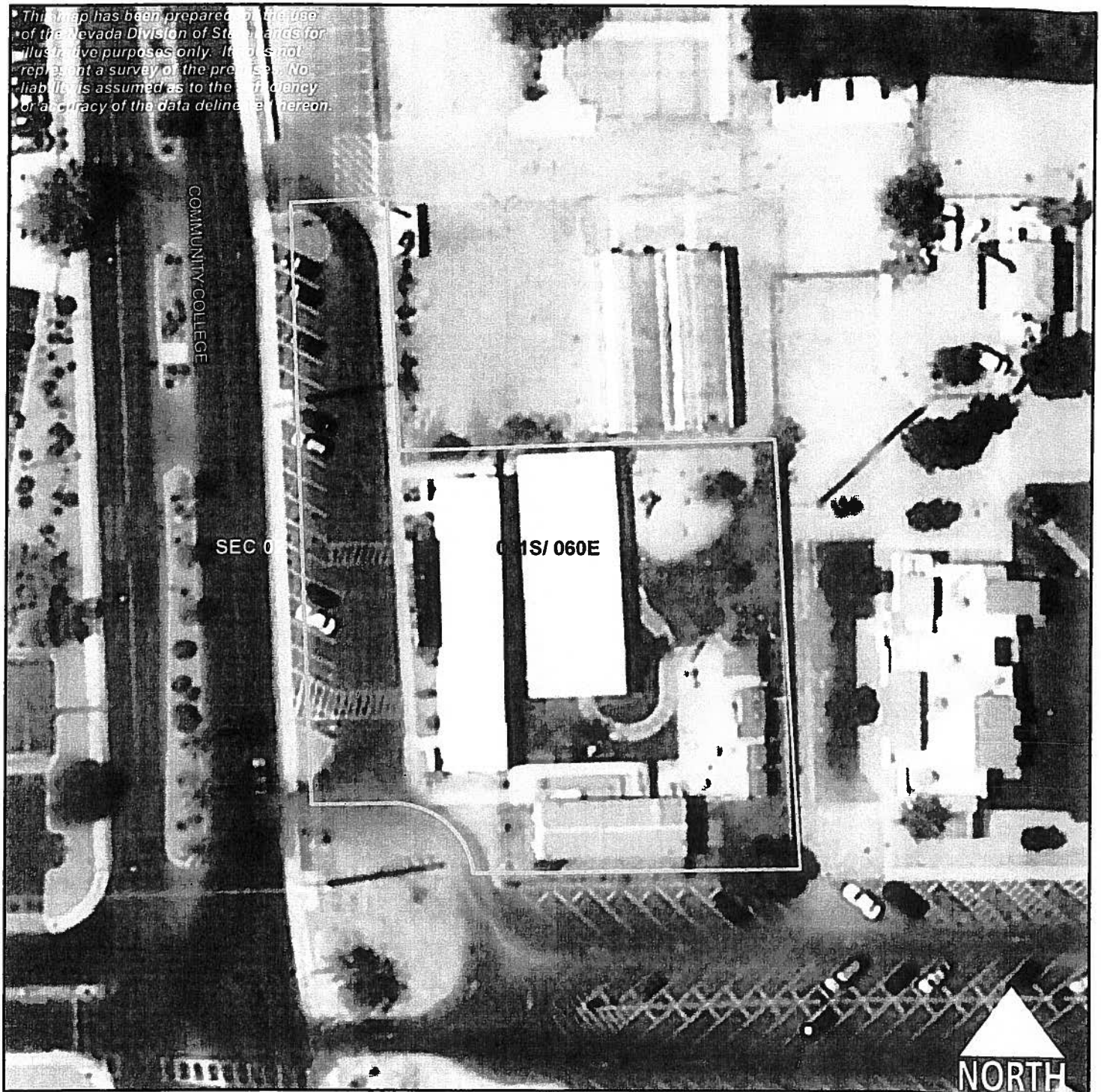
NOTES
 This map is for assessment use only and does NOT represent a survey.
 No liability is assumed for the accuracy of the data delineated herein.
 Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
 This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.
 USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL.



TAX DIST 200

EXHIBIT B

This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the accuracy or accuracy of the data delineated hereon.



MENTAL HEALTH COMPLEX - CLARK COUNTY, NV

13831-CHILD CARE LEASE (37,700 sq ft)

REVISED: 4/27/2015



HR-4

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 22, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

STATE TREASURER – TREASURER'S OFFICE

Agenda Item Write-up:

Pursuant to NRS 353.268, the Treasurer's Office requests an allocation of \$128,555 from the Interim Finance Committee Contingency Account to fund three temporary contracted employees and the Education Savings Account (ESA) enrollment program contact with BenefitWallet for the ESA Program created by SB302 during the 2015 Legislative Session.

Additional Information:

The Treasurer's office launched an early enrollment period for the Education Savings Account (ESA) program on July 31st. Since this date, they have received over 3,200 paper applications. They hired two temporary staff members to organize and enter applications and send applications to Department of Education for 100 day verification. To date, nearly 1,100 applications are in the internal database; the agency anticipates the remaining applications will be manually inputted into the system in the next 60 days.

Once the enrollment process begins, the Treasurer's office anticipates a high volume of applications being processed through their office which will require a third temporary employee. The agency believes the third temporary employee will allow them to meet the 30 day turnaround time for both participant and participating entity applications.

The Treasurer's Office has used contract savings from this budget to pay for two temporary employees through 10/23/15. However, due to the fact these positions are exclusively working on the ESA Program, they are requesting a loan from the Contingency Fund for the entire FY16 budget for temporary positions from inception in August 14, 2015 through April 1, 2016 totaling \$63,555 to fund the three temporary employees.

In addition to the request above, the Treasurer's office is also requesting a loan of \$65,000 from the Interim Finance Contingency Fund account to fund the implementation costs of the ESA enrollment program which is a contract with BenefitWallet. BenefitWallet will administer the enrollment, provide a participant website to allow for online access to review account data and process payments, provide the recordkeeping for each individual account, process the transfer of funds amongst the entities and assist in the adjudication of the claims. The enrollment program will allow for automation of the process which will eliminate the need for manual processes, reduce errors, reduce potential fraud and reduce the need for additional staff member. The new program will also allow for an electronic invoicing system to be used for the payments to participating entities and track all requests for reimbursements on eligible expenses.

The contract with BenefitWallet outlines certain deliverables/milestones which are tied to the payment of a portion of the implementation fee. The contract also contains penalties should BenefitWallet fail to comply with the agreed upon timeline and due date of the deliverables.

The Treasurer's office anticipates that it will receive approximately \$1,131,000-\$1,365,000 in revenue in the FY16/17 Biennium. Once the revenue is posted, the Treasurer's office will begin repaying the Contingency Fund for the \$128,555 requested by the close of FY17.

Statutory Authority:

Pursuant to NRS 353.268.

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

Dan Schwartz
State Treasurer



STATE OF NEVADA
OFFICE OF THE STATE TREASURER

MEMORANDUM

DATE: September 23, 2015

TO: Brenda Berry, Budget Analyst IV
Governor's Finance Office, Budget Division

FROM: Tiffany Hudder, Deputy of Cash Management
Treasurer's Office

SUBJECT: Request for Contingency Funds for Temporary Employees and I.T. Database

The Treasurer's office launched an early enrollment period for the Education Savings Account (ESA) program on July 31st. Since this date our office has received over 3,200 paper applications. We have hired two temporary staff members to organize and enter applications and send applications to Department of Education for 100 day verification. To date, nearly 1100 applications are in our internal database; we anticipate the remaining applications will be manually input into the system in the next 60 days.

The Treasurer's office has not begun the enrollment process for Participating Entities (schools, tutors, etc.) yet. Once we begin this enrollment process, we anticipate a high volume of applications being processed through our office. Our office believes that with this third temporary employee we will be able to meet the 30 day turnaround time for both participant and participating entity applications.

The Treasurer's office had budgeted funds for an offsite vendor to provide merchant services support during the FY16 fiscal year, however that vendor's services are no longer needed due to the increase in internal staff and expertise. The Treasurer's office has used the savings from this budget to pay for two temporary employees through 10/23/15. However, due to the fact these positions are exclusively working on the ESA Program, we are requesting the entire FY16 temporary positions budget from inception in August 14, 2015 through April 1, 2016 from the contingency fund. Our office is requesting a loan from the Interim Finance Contingency Fund in the amount of \$63,555 to fund the three temporary employees.

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

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

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

In addition to the request above, the Treasurer's office is also requesting a loan of \$65,000 from the Interim Finance Contingency Fund account to fund the implementation costs of the ESA enrollment program which is a contract with BenefitWallet. BenefitWallet will administer the enrollment, provide a participant website to allow for online access to review account data and process payments, provide the recordkeeping for each individual account, processes the transfer of funds amongst the entities and assist in the adjudication of the claims. The enrollment program will allow for automation of the process which will eliminate the need for manual processes, reduce errors, reduce potential fraud and reduce the need for additional staff member. The new program will also allow for an electronic invoicing system to be used for the payments to participating entities and track all requests for reimbursements on eligible expenses.

The contract with BenefitWallet outlines certain deliverables/milestones which are tied to the payment of a portion of the implementation fee. The contract also contains penalties should BenefitWallet fail to comply with the agreed upon timeline and due date of the deliverables.

The Treasurer's office anticipates that it will receive approximately \$1,131,000-\$1,365,000 in revenue in the FY16/17 Biennium. Once the revenue is posted, the Treasurer's office will begin repaying the Contingency Fund with a full repayment by the close of FY17.

Employee Time Sheet

Employee TBA Pay Period: 08/26/15-04/01/16

Job Description ESA PO # \$22,348.80 OUTSTANDING BALANCE 6,285.60

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
Temp Employee #2			08/28/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/04/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/11/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/18/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/25/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/02/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/09/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/16/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/23/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/30/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/06/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/13/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/20/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/27/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/04/15	40	16.92	\$676.80

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
				40	0.54	\$21.60
			12/11/15	40	16.92	\$676.80
			12/18/15	40	0.54	\$21.60
			12/25/15	40	16.92	\$676.80
			01/01/16	40	0.54	\$21.60
			01/08/16	40	16.92	\$676.80
			01/15/16	40	0.54	\$21.60
			01/22/16	40	16.92	\$676.80
			01/29/16	40	0.54	\$21.60
			02/05/16	40	16.92	\$676.80
			02/12/16	40	0.54	\$21.60
			02/19/16	40	16.92	\$676.80
			02/26/16	40	0.54	\$21.60
			03/04/16	40	16.92	\$676.80
			03/11/16	40	0.54	\$21.60
			03/18/16	40	16.92	\$676.80
			03/25/16	40	0.54	\$21.60
			04/01/16	40	16.92	\$676.80
				40	0.54	\$21.60
Total for Temp Employee #2 through April 1st, 2016						\$22,348.80

Funds available

6,285.60

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
					Funds needed	\$16,063.20

Employee Time Sheet

Employee TBA Pay Period: 10/19/15-04/01/16

Job Description ESA PO # \$16,761.60 OUTSTANDING BALANCE 698.40

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
Temp Employee #3			10/23/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/30/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/06/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/13/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/20/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/27/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/04/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/11/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/18/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/25/15	40	16.92	\$676.80
				40	0.54	\$21.60
			01/01/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/08/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/15/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/22/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/29/16	40	16.92	\$676.80

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
				40	0.54	\$21.60
			02/05/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/12/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/19/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/26/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/04/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/11/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/18/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/25/16	40	16.92	\$676.80
				40	0.54	\$21.60
			04/01/16	40	16.92	\$676.80
				40	0.54	\$21.60
Total for Temp Employee #3 through April 1st, 2016						\$16,761.60
Funds available						\$698.40
Funds needed						\$16,063.20

Employee Time Sheet

Employee: TBA Job Description: ESA Pay Period: 08/01/15-04/01/16 PO #: \$24,444.00 OUTSTANDING BALANCE: 8,380.80

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
Temp Employee #1			08/07/15	40	16.92	\$676.80
				40	0.54	\$21.60
			08/14/15	40	16.92	\$676.80
				40	0.54	\$21.60
			08/21/15	40	16.92	\$676.80
				40	0.54	\$21.60
			08/28/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/04/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/11/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/18/15	40	16.92	\$676.80
				40	0.54	\$21.60
			09/25/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/02/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/09/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/16/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/23/15	40	16.92	\$676.80
				40	0.54	\$21.60
			10/30/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/06/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/13/15	40	16.92	\$676.80

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
				40	0.54	\$21.60
			11/20/15	40	16.92	\$676.80
				40	0.54	\$21.60
			11/27/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/04/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/11/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/18/15	40	16.92	\$676.80
				40	0.54	\$21.60
			12/25/15	40	16.92	\$676.80
				40	0.54	\$21.60
			01/01/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/08/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/15/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/22/16	40	16.92	\$676.80
				40	0.54	\$21.60
			01/29/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/05/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/12/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/19/16	40	16.92	\$676.80
				40	0.54	\$21.60
			02/26/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/04/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/11/16	40	16.92	\$676.80
				40	0.54	\$21.60
			03/18/16	40	16.92	\$676.80
				40	0.54	\$21.60

EMPLOYEE	INVOICE NUMBER	INVOICE DATE	WEEK ENDING	HOURS WORKED	Pay Rate	Amount
			03/25/16	40	16.92	\$676.80
				40	0.54	\$21.60
			04/01/16	40	16.92	\$676.80
				40	0.54	\$21.60
Total for Temp Employee #1 through April 1st, 2016						
Funds available						8,380.80
Funds needed						\$16,063.20

State of Nevada Education Savings Accounts

Statement of Work

1. Contractor and State Obligations

a) Enrollment

State shall provide Contractor with a complete list of all Participants eligible to participate in the Education Savings Accounts (ESA), and any demographic or other information that Contractors may need to properly administer the ESAs pursuant to this Agreement. State shall notify Contractor on a monthly basis (or such shorter time period as agreed to by the parties) of any changes in Participant information. All Participant information shall be provided to Contractor in an electronic format that is mutually acceptable to both parties. Contractor shall process all data file(s) within 48 hours after receipt.

b) Communications

State shall provide communications at the time of Participant enrollment in the ESA. When an email address data is available, Contractor shall provide electronic communication to Participants when ESA balance falls below a minimum threshold mutually agreed by State and Contractor.

c) Reporting

Contractor shall make available to State for download from the BenefitWallet employer website reports showing account balances, claims paid and funding invoice details.

d) Customer Service

State will provide customer service to Participants. State will work directly with Contractor on escalations. Contractor's interaction will be only with the State, not with individual Participants.

e) Participant Website

Contractor shall provide State with a Participant website. Such website shall allow Participants online account access to review account information including account balance and transaction data. The website shall be integrated using a Single Sign On ("SSO") via standard SAML 2.0. Contractor will provide standard dashboard data to State via existing web services calls as mutually agreed upon by Contractor and State. The Participant website will not be accessible directly by Participants so that Contractor need not manage authentications and log-ins.

f) Funding Arrangement.

On a daily basis, or as mutually agreed by State and Contractor, State will allow Contractor to initiate transfer via ACH from State's designated bank account the amount

necessary to issue claim payments. In no event will Contractor be obligated to issue claim payments if the funds are not made available.

g) Amount Available for Distribution.

(1) If the amount requested for distribution exceeds the available balance in such Participant's accounts, the request shall be paid to the extent of the available balance. In the event of a partial payment, Contractor will hold in a pending status the amount of the distribution not paid and pay when the Participant's available balance allows.

h) Reimbursement or Distribution Requests

Contractor shall facilitate payment from the ESA for provider payments or reimbursement. State will receive and approve the request. State will provide claim information to Contractor. All claims information shall be provided to Contractor in an electronic format that is mutually acceptable to both parties. Contractor will process claims within three (3) business days of the date they receive the claim. If the Participant does not have sufficient funds in his/her ESA at the time the reimbursement request is submitted, the reimbursement request will be held and processed within three (3) business days of the date such funds are available. Contractor will support reimbursement by Automated Clearing House (ACH) credits when banking information is provided by the State.

2. **Deliverables and Penalties**

(a) Deliverables

Benefit Wallet shall inform the State Treasurer's Office within 30 days of any event likely to cause a delay in the agreed upon timeline. An extension of the timeline for execution shall be granted only in respect of a delay which is not attributable to the fault or negligence of Benefit Wallet. An extension of the timeline for execution shall be granted to Benefit Wallet to the extent that it established that force majeure events or any action or inaction of the part of the contracting authority makes the execution of the agreement impossible within the time limit specified therein.

Benefit deliverables in this contract are outlined below:

Deliverable	Delivery Date	Implementation Fee
State branding is applied to BW member portal. State will provide logo by 10/28.	12/1/2015	\$5,000
State sends census/enrollment file in standard BW format to BW. BW successfully loads	12/15/2015	\$25,000

census/enrollment file. Assumes file is correctly formatted and provided at least five business days in advance.		
State sends claim file in agreed upon format to BW. BW successfully loads claim file. Assumes file is in agreed upon format and provided at least five business days in advance.	1/8/2016	\$10,000
Either SSO or Web Services successfully tested between the State Participant Website and BW. Assumes State is prepared to start integrated testing by 12/15/15.	1/15/2016	\$25,000
Go Live	2/1/2016	\$10,000
Reporting – State successfully generate standard reporting from BW portal.	2/29/2016	\$10,000
Either SSO or Web Services (whichever is not delivered prior to 2/1/16) successfully tested between the State Participant Website and BW. Assumes State is prepared to start integrated testing by 02/19/16.	3/31/2016	\$20,000
Add ESA content to the BW member portal. Assumes State provides final content by 2/29/2016.	4/29/2016	\$20,000

- (1) The timing of the implementation fee invoicing is as follows:
- For deliverables with a delivery date through 2/1/16, payment for the corresponding deliverables will be invoiced after the delivery date.
 - For deliverables with a delivery date after 2/1/16, payment for the corresponding deliverables will be invoiced in July 2016
 - A final payment of \$25,000 will be invoiced in June 2017 if the agreement is not extended for the additional 2 years provided for in Section X by June 25, 2017.

(b) Penalties

If Benefit Wallet fails to comply with the agreed upon timeline and due date of deliverables therein, they will be liable to a penalty according to the following scale of penalties:

\$500 per day from the first to the thirtieth day inclusive;

\$1,000 per day for each subsequent day,

The maximum total amount of the penalties is 10% of the total contract value (implementation cost).

The total amount of the penalties to be recovered from Benefit Wallet shall be automatically deducted from the agreement pricing; the State Treasurer's Office shall inform Benefit Wallet of the adjusted amount to be deducted. State must notify Benefit Wallet within two days of any identified failure.

(c) Service Interruption

Interruptions in the functionality will be classified as follows with timelines for the resumption of service

- (1) **Critical** – Total system shut down – no functionality is available – to be remedied within 24 hours
- (2) **Urgent** - one or more functions of the system are not operating - to be remedied within 3 working days
- (3) **Minor** – System problems that do not interrupt the overall functions of the system - to be remedied within 10 working days.

Penalties for nonperformance in the service interruption section are outlined in the penalties section of the agreement. Penalties do not apply for scheduled maintenance downtime.

(d) System Upgrades

Any upgrades or updates to the software covered in this agreement will be provided on an annual basis or as released whichever event occurs sooner.

(e) Account Fees

As a pass thru cost from the Education Savings Accounts, the State shall pay Benefit Wallet a per account per month (PAPM) fee for account administration based on the following schedule:

Number of Accounts	PAPM Fee
1 – 10,000	\$2.40
10,001 – 25,000	\$2.35
25,001 +	\$2.30

As the number of Education Savings Account exceeds each tier, the PAPM for all accounts will be adjusted to the respective fee for that tier.

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 11, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Andrea McCalla, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$13,500

The department requests settlement approval in the total amount of \$13,500 to fully resolve an appeal from an Award of Attorney Fees in an Inverse Condemnation Action, claiming that the planning of the I-15 South Design-Build Project ("Project NEON") has caused various injuries.

The proposed settlement provides for \$13,500 to be paid to NDOT by Ad America for partial payment of NDOT's attorney fees and costs awarded.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the action in full for the said amount, inclusive of all attorneys' fees, costs, and interest. The settlement would be spread over two payments; \$8,500 paid within seven days of approval by the Board, and the remaining \$5,000 paid within 90 days. The proposed settlement would be deposited into the State Highway Fund.

Statutory Authority:

Article 5, Section 21 of the Nevada Constitution

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

RECEIVED

SEP 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 8, 2015

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara K. Cegavske

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Ruth Miller, Senior Deputy Attorney General

SUBJECT: Proposed Settlement of an Appeal from Award of Attorney Fees in an
Inverse Condemnation Action,
Ad America, Inc. v. State of Nevada
Eighth Judicial District Court Case No.: A-11-653502-C
Supreme Court Docket No.: 66556

SUMMARY

Ad America, Inc., is the owner of several commercial properties in the Las Vegas area. Since 2011, Ad America, Inc. has filed several inverse condemnation actions against the State of Nevada, and other public entities, claiming that the planning of the I-15 South Design-Build Project ("Project NEON") has caused various injuries.

This matter was an unsuccessful suit from Ad America against the State of Nevada, in which the complaint was dismissed without prejudice and attorney fees and costs were awarded in favor of the State in the amount of \$53,023.67 (costs of \$6,457.46 and attorney fees of \$46,566.21), which was entered as a judgment. Ad America appealed.

After negotiations, NDOT now requests authority to settle the appeal as follows: **Ad America, Inc. will pay \$13,500.00 to NDOT spread over two payments, \$8,500 paid within seven days of approval by the Board, and the remaining \$5,000 paid within 90 days.**

THE ACTION

Ad America, Inc., filed a complaint alleging inverse condemnation and pre-condemnation damages against the State of Nevada, on December 20, 2011. The complaint was amended twice. The second amended complaint was filed on January 28, 2013, after the district court resolved the State's motion to dismiss by granting alternative relief in the form of ordering a more definite statement with respect to the second cause of action of pre-condemnation damages.

During the course of litigation, Ad America's counsel withdrew from representation. As a business entity, Ad America could not proceed without counsel. After repeatedly failing to obtain counsel, Ad America's complaint was dismissed without prejudice. The State submitted, and the district court entered, a judgment on the dismissal without prejudice. The State then filed a motion for attorney fees and costs, which explained that the underlying case had been without merit for various reasons, including that Ad America had not owned the subject property at the time of the alleged taking. Ad America did not oppose the motion, and the district court granted it.

Ad America's prior counsel then filed a motion for reconsideration. However, that counsel failed to reappear in the case, so the motion was stricken. Ad America's prior counsel then filed a notice of appearance, and renewed motion for reconsideration. The State opposed the motion, and the district court denied the motion.

Ad America, represented by the same counsel, filed a notice of appeal. The Supreme Court set a settlement conference. The parties did not agree to a settlement at that time. Ad America then filed its opening brief. Before the filing of the answering brief, the parties held additional negotiations concerning settlement, resulting in an agreement subject to this Board's approval.

POINTS THAT FAVOR SETTLEMENT

There are novel legal issues raised in the appeal. Notably, there is a constitutional prohibition against a landowner paying the government's costs or attorney fees in an eminent domain action. Nev. Const. Art. 1 §22(7). The Nevada Supreme Court has recently issued an opinion affirming an award of costs in a pre-condemnation

Board of Examiners
Proposed Settlement of an Appeal from Award of Attorney Fees
in an Inverse Condemnation Action
Ad America, Inc. v. State of Nevada
8th JD Case No.: A-11-653502-C/ NSC Docket No. 66556
September 8, 2015
Page 3

damages action, *Buzz Stew v. City of N. Las Vegas*, 131 Nev. ____, 341 P.3d 646 (2015), citing to a California case in which an award of costs in an unsuccessful inverse condemnation action.

The primary issue is whether a landowner must have some success in their eminent domain claim to enjoy the constitutional protection, or whether making the claim is sufficient to serve as a shield. Thus, while NDOT's counsel believes that the award of attorney fees was proper under the same logic announced by *Buzz Stew*, and the California case it relies upon, the issue is one of first impression, and success is uncertain.

From a pragmatic standpoint, this proposed settlement of a reduced payment achieves payment of some, although not all, of the attorney fees awarded by the district court order. Proceeding through the full appeal process, with the likelihood of oral argument for this issue of first impression on a constitutional matter, would be likely cost more than the difference between the original judgment, and the settlement amount.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT now requests authority to settle the entire dispute as follows: **Ad America, Inc. will pay \$13,500.00 to NDOT spread over two payments, \$8,500 paid within seven days of approval by the Board, and the remaining \$5,000 paid within 90 days.**

If the Board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the appeal in full for the said amount, inclusive of all attorneys' fees, costs and interest.

FISCAL NOTE STATEMENT

The proposed settlement would be deposited into the State Highway Fund.

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 11, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Andrea McCalla, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$800

The department requests settlement approval in the total amount of \$800 to resolve an eminent domain action due to acquiring commercial real property, 315 square feet of land lying in the City of Reno, owned and occupied by Mr. Bruce B. Miller. Mr. Miller indicated that some landscaping improvements in his backyard would be removed due to the project.

NDOT now requests an additional \$800 to resolve the action. Approval of the additional amount of \$800 would bring the total to \$1,300 (\$800 in new money plus \$500 fair market value just compensation deposited with the Court as the initial filing of this condemnation matter).

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for the total amount of \$1,300. NDOT would use State Highway Funds for this proposed settlement amount which is within the fiscal year 2016 legislatively approved budget.

Statutory Authority:

Article 5, Section 21 of the Nevada Constitution

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



MEMORANDUM

1263 South Stewart
Street
Carson City, Nevada

September 9, 2015

To: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara Cegavske

for William [Signature] **DEPUTY DIRECTOR**
[Signature]

From: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General

Subject: Proposed Settlement of an Eminent Domain Action
State of Nevada v. Bruce B. Miller, et al.,
Second Judicial District Court Case No. CV14-01164

SUMMARY

NDOT filed the above-referenced eminent domain action in 2014 to acquire a temporary easement for soundwall construction purposes for a two year period for the widening and reconstruction of South McCarran Boulevard from Longley Lane to Greg Street, the City of Reno and City of Sparks in Washoe County.

NDOT now requests an additional \$800.00 as full and just compensation for the acquisition of the Property, temporary access easement, and severance damage to any and all remainder property belongings to the Defendant for court settlement and fully resolve the action.

THE SUBJECT PROPERTY

The subject property is a 315 square feet of land lying in the City of Reno. It comprises a five foot strip of a residential back yard owned and occupied by Mr. Miller. NDOT is acquiring a temporary easement over the subject property for a duration of two years, with a third year option.

THE ACTION

NDOT filed a direct condemnation action CV14-01164 on May 30, 2014. NDOT moved for, and was granted, occupancy of the subject property, supported by an appraisal from Mr. Anthony Wren, MAI for \$500. Washoe County filed an answer, due to tax issues. Those issues were subsequently resolved, and Washoe County later disclaimed interest. All other parties, except the landowner, disclaimed interest.

RECEIVED

SEP 11 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Mr. Miller did not file an answer, but appeared in person at the occupancy hearing. He consented to occupancy, and expressed a desire to settle the matter. After negotiation with Mr. Miller, and after it was determined that some landscaping improvements in his backyard would be removed due to the project, Mr. Miller offered to settle for an additional \$800.00.

POINTS THAT FAVOR SETTLEMENT

The key issue in this matter was the valuation of some landscaping improvements. Pre-litigation, the appraiser was unable to inspect the property and did not find any landscaping improvements within the project area. During the course of the case, Mr. Miller explained to counsel that there had been some decorative rock ground covering and other landscaping which would be removed by the project. Mr. Miller requested \$800 for the landscaping. The amount requested by Mr. Miller is within the standard appraisal guidelines for landscape restoration.

Additionally, the pre-litigation appraisal from Mr. Wren is dated October 24, 2013, while the actual date of value in this case would be May 30, 2014. A new appraisal would need to be obtained and paid for if this matter were to proceed to trial. Given the rise in the real estate market in the past few years, it is nearly certain that a new appraisal would be for a higher amount. In other actions in this same project, updated appraisals have come in at higher amounts.

Furthermore, if litigated, Mr. Miller's own costs, such as a countervailing appraisal, would be recoverable against NDOT, regardless of the outcome of the case.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for the total amount of \$1,300.00 (\$800.00 in new money plus the \$500.00 fair market value just compensation deposited with the Court as the initial filing of this condemnation matter).

FISCAL NOTE STATEMENT

NDOT will use State Highway Funds for this proposed settlement amount which is within the fiscal year 2016 legislatively approved budget.



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

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

Date: September 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Susan Brown, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

Nevada State Department of Education vs. Measured Progress Inc.

APPROVAL TO ACCEPT A SETTLEMENT:

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

Agenda Item Write-up:

Department of Education

The department requests settlement approval to accept goods and services from Measured Progress Inc. in the total amount of \$1,299,021 to fully resolve a contract breach regarding the delivery of Nevada's 2014-15 Criterion Referenced Test (CRT) of which the majority of Nevada's students were unable to successfully complete.

The settlement agreement requires Measured Progress, Inc. to reduce its fees by \$789,021 to \$1,867,328 and provide, to Nevada, a Science, Technology, Engineering, and Math (STEM) Gauge tool to help teachers integrate assessment items into instruction in middle school valued at approximately \$510,000.

Additional Information:

In May of 2010, Measured Progress Inc. and the Department of Education entered into a contract wherein Measured Progress agreed to provide various goods and services to the State of Nevada for compensation. The contract between Measured Progress and the Department was mutually

amended several times and further amended on May 30, 2014 to revise the scope of work for fiscal year 2015 to include obligations on the part of Measured Progress for the delivery of the many assessments, including the Nevada's 2014-15 Criterion Referenced Test (the "CRT") The contract was approved by the Board of Examiners.

For its work related to implementing the CRT, Measured Progress was to be paid \$2,656,349 (the total value of the Contract for the five year period was \$39,585,765).

Statutory Authority:

Article 5, Section 21, of the Nevada Constitution

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

BRIAN SANDOVAL
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702)486-6450
www.doe.nv.gov/Educator_Licensure

STEVE CANAVERO, Ph.D.
*Interim Superintendent
of Public Instruction*

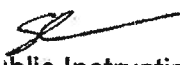


DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

September 8, 2015

MEMORANDUM

TO: Brenda Berry
Department of Administration Budget and Planning Division

FROM: Steve Canavero, Ph.D. 
Interim Superintendent of Public Instruction

SUBJECT: Board of Examiners Review of Settlement of Department of Education's
Claims Against Measured Progress Inc.

Background:

In May of 2010, Measured Progress Inc. and the Department of Education entered into a contract wherein Measured Progress agreed to provide various goods and services to the State of Nevada for compensation. The Contract between Measured Progress and the Department was mutually amended several times and further amended on May 30, 2014 to revise the scope of work for fiscal year 2015 to include obligations on the part of Measured Progress for the delivery of many assessments, including Nevada's 2014-15 Criterion Referenced Test (CRT). The Contract was approved by the Board of Examiners.

For its work related to implementation of the CRT, Measured Progress was to be paid \$2,656,349 (the total value of the Contract for the five year period was \$39,585,765).

The majority of Nevada students were unable to successfully complete the CRT, thus the delivery of the CRT was not acceptable to the Department or Nevada students.

The Department notified Measured Progress of its breach of the Contract related to the CRT testing failures, and the parties have since engaged in discussions related to resolving the breach as well as any and all issues related to the CRT testing failures.

Settlement:

After negotiations regarding the breach, Nevada and Measured Progress reached a settlement agreement on August 20, 2015. The settlement agreement requires Measured Progress to reduce its fees by \$789,021 to \$1,867,328 and provide to Nevada a STEM Gauge tool to help teachers integrate assessment items into instruction in middle school. The STEM Gauge tool is valued at approximately \$510,000 and will be delivered without charge. The settlement was negotiated and approved by the Attorney General's office.



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701-4717

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 14, 2015
TO: Brenda Berry, Department of Administration Budget and Planning Division
FROM: Office of the Attorney General
SUBJECT: Board of Examiners Review of Settlement of Department of Education's Claims Against Measured Progress, Inc.

=====

1. Background:

As stated in Interim Superintendent of Public Instruction, Steve Canavero's September 8 Memorandum and as further stated in the August 20, 2015 Settlement Agreement between the Department of Education and Measured Progress, the facts of the Department of Education's settlement with Measured Progress Inc. are as follows:

In May of 2010, Measured Progress Inc. and the Department of Education entered into a contract wherein Measured Progress agreed to provide various goods and services to the State of Nevada for compensation. The contract between Measured Progress and the Department was mutually amended several times and further amended on May 30, 2014 to revise the scope of work for fiscal year 2015 to include obligations on the part of Measured Progress for the delivery of the many assessments, including the Nevada's 2014-15 Criterion Referenced Test (the "CRT") The Contract was approved by the Board of Examiners.

For its work related to implementing the CRT, Measured Progress was to be paid \$2,656,349 (the total value of the Contract for the five year period was \$39,585,765.

The delivery of the CRT was not acceptable to the Department or Nevada students, thus, a majority of Nevada students were unable to successfully complete the CRT.

The Department notified Measured Progress of its breach of the Contract related to the CRT testing failures, and the parties have since engaged in discussions related to resolving the breach as well as any and all issues related to the CRT testing failures.

II. Settlement

After negotiations regarding the breach, Nevada and Measured Progress reached a settlement agreement on August 20, 2015. The settlement agreement required Measured Progress to reduce its fees by \$789,021 to \$1,867,328 and to provide Nevada with a perpetual free license to use The STEM Gauge. The STEM Gauge is an educational tool valued at approximately \$510,000. The Attorney General's Office worked with the Department of Education throughout this case. The final settlement was negotiated and approved by the Attorney General's office.

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst *BB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

Claimant:	Estate of R. Robinson, B. Robinson, and G. Gillock and Associates
Claim No.:	TC 17303
Date of Loss:	July 15, 2013
Settlement Amount:	\$400,000

Additional Information:

To settle this case the amount of \$400,000 is being paid for damages.

Statutory Authority:

SAM 2905

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



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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 7, 2015
TO: Brenda Berry, Budget Analyst
FROM: Nancy Katafias, Tort Claims Manager
SUBJECT: Robinson Tort Claim Approval for the 10/13/15 BOE agenda

=====

Please place the following item on the October 13, 2015 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, Tort Claim Fund.

Claimant: Estate of R Robinson, B Robinson and G Gillock & Assoc.

Claim No.: TC 17303

Settlement Amount: \$400,000.00

TORT CLAIM RECOMMENDATION

DATE: August 27, 2015
CLAIMANT: Estate of Craig Robinson
CLAIM NUMBER: TC 17303
DATE OF LOSS: July 15, 2013
AGENCY: Department of Veteran's Services

DISCUSSION

In their lawsuit against the Nevada State Veteran's Home, the Estate of Dr. Craig Robinson and his wife, Betty Robinson brought allegations of medical malpractice and wrongful death in the case of Dr. Robinson. They also asserted deliberate indifference to a serious medical condition, 14th Amendment violations regarding the right to protection from harm and physical injury, ADA violations, negligence claims and a loss of consortium.

At the time of his death, Dr. Robinson was 89 years old and was a resident of the Veteran's Home in Boulder City. He was a veteran and former State assemblyman with a diagnosis of Alzheimer's and dementia. He was admitted to the Veteran's Home on March 18, 2013 and was to receive 24 hour a day medical care and monitoring. In an attempt to keep Dr. Robinson safe, he was often restrained in a Broda wheelchair with a clear plexi-glass tray. Dr. Robinson was able to use his feet to maneuver the chair. On July 15, 2013, while unsupervised, he maneuvered himself outside to a patio area. Temperatures that day were in excess of 100 degrees. The wheel of the chair got stuck and he was unable to maneuver himself back indoors. He was eventually discovered by staff, slumped over in the chair and was immediately transported to the Boulder City Hospital with a diagnosis of second and third degree burns to his legs and back and heat stroke. He passed away on July 31 with the cause of death noted as sepsis due to cutaneous burns due to environmental heat exposure.

A motion to dismiss was pending in the court when a settlement conference was held at JAMS with Retired Judge Pro. It was felt that many of the causes of action would have been dismissed but there most likely would have been a few claims that remained in. Our argument was that a tort cap on the potential remaining actions applied. If this was affirmed by the court, then it is possible a jury could have awarded the plaintiff's \$200,000 to \$300,000 in damages. If the theory of the tort cap was not affirmed, a jury could have awarded much more in damages. The award of damages would have led to the State paying attorney fees and costs which would have exceeded \$150,000. It would have cost the State approximately \$50,000 in expert witness fees and hundreds of hours of DAG time in defending the case.

At the settlement conference, we were able to settle this case in the amount of \$400,000. Settlement includes both sides being responsible for their fees and costs and plaintiffs are responsible for any Medicare lien that may be imposed.

It was estimated that this case, had it gone to a jury, could have reasonably resulted in payment to the plaintiffs in damages, fees and costs in excess of \$350,000 to \$450,000. Plus, the State may have been liable for any Medicare lien. Settlement in the amount of \$400,000 was a cost effective settlement for the State.

RECOMMENDATION

It is recommended that the claim be paid in the amount of \$400,000.00

RECOMMENDATION: **PAY**

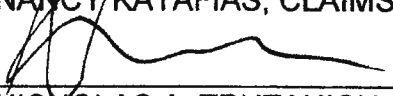
Estate of R Robinson, B Robinson and G Gillock & Assoc
428 S Fourth Street
Las Vegas NV 89101

Approved:



NANCY KATAFIAS, CLAIMS MANAGER

8/27/15
DATE



NICHOLAS A. TRUTANICH, CHIEF OF STAFF

9/4/15
DATE

(ORIGINAL KEPT IN FILE)

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst *BB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

Claimant: Dan Winder
Claim No.: TC 17312
Date of Loss: September 11, 2008
Settlement Amount: \$195,000

Additional Information:

To settle this case the amount of \$195,000 is being paid for damages.

Statutory Authority:

SAM 2905

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



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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 7, 2015
TO: Brenda Berry, Budget Analyst
FROM: Nancy Katafias, Tort Claims Manager
SUBJECT: McCabe Tort Claim Approval for the 10/13/15 BOE agenda

=====

Please place the following item on the October 13, 2015 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, Tort Claim Fund.

Claimant: Dan Winder
Claim No.: TC 17312
Settlement Amount: \$195,000.00

TORT CLAIM RECOMMENDATION

DATE: September 3, 2015
CLAIMANT: Dennis McCabe #15342
CLAIM NUMBER: TC17312
DATE OF LOSS: September 11, 2008
AGENCY: NDOC/Northern Nevada Correctional Center

DISCUSSION

In his two separate but related lawsuits, the inmate alleged, through his counsel, that while incarcerated within the Nevada Department of Corrections, he was subjected to cruel and unusual punishment in regards to an alleged violation of his 8th Amendment Constitutional rights. He also alleged medical deliberate indifference to his serious medical needs and medical malpractice for his care and treatment as it pertained to his spinal stenosis. The alleged delays concern the recommendations for surgery from outside specialists. A conservative course of treatment was initially chosen to treat the Plaintiff's spinal stenosis; however, the issues of liability revolve around the time that elapsed between the conservative treatment, the recommendations for surgery and when the actual surgeries took place. The complaint further alleges that the delays in surgery reduced the effectiveness of the surgical procedures.

The case was still in the discovery phase of litigation and it was expected that motions for summary judgment would not be granted and the case would be decided by a jury. To avoid the cost of continued litigation and a possible adverse judgment by a jury, the case was settled in the amount of \$195,000.

Case settlement was cost effective for the State as a jury could have awarded in excess of the settlement amount. Additionally, had a jury found for the plaintiff, the State would have been ordered to pay opposing counsel's fees and costs. Due to the extensive discovery that has occurred and then the cost to get the case through trial, these fees and costs would have most likely exceeded \$150,000.

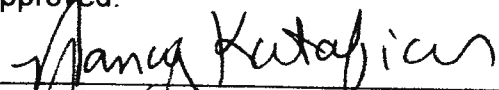
RECOMMENDATION

It is recommended that the claim be paid in the amount of \$195,000.00

RECOMMENDATION: PAY

Dan Winder
The Law Office of Dan Winder
3507 W. Charleston Blvd
Las Vegas NV 89102

Approved:



NANCY KATAFIAS, CLAIMS MANAGER



NICHOLAS TRUTANICH, CHIEF OF STAFF

9/3/15

DATE

9/4/15

DATE

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst *BB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

Claimant:	Lambda Legal Defense and Education Fund
Claim No.:	TC 17304
Date of Loss:	April 13, 2012
Settlement Amount:	\$615,037

Additional Information:

To settle this case the amount of \$615,037 is being paid for the claimant's attorney fees.

Statutory Authority:

SAM 2905

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



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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 7, 2015
TO: Brenda Berry, Budget Analyst
FROM: Nancy Katafias, Tort Claims Manager
SUBJECT: Lambda Legal Defense Tort Claim Approval for the 10/13/15 BOE agenda

=====

Please place the following item on the October 13, 2015 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, Tort Claim Fund.

Claimant: Lambda Legal Defense and Education Fund

Claim No.: TC 17304

Settlement Amount: \$615,037.00

TORT CLAIM RECOMMENDATION

DATE: August 27, 2015
CLAIMANT: Lambda Legal defense and Education Fund, Inc.
CASE: Sevcik, et al. v. Sandoval, et al.
2:12-cv-00578-RCJ-PAL
CLAIM NUMBER: TC17304
AGENCY: Office of the Governor

DISCUSSION

On April 13, 2012, plaintiffs filed their action in federal district court to challenge Nevada's laws defining marriage in a manner to exclude same-sex couples. The Governor was named in his official capacity as a defendant, along with the county clerks in Reno, Carson City, and Las Vegas. A non-governmental group, Coalition for the Protection of Marriage, also intervened in opposition to the plaintiffs. In November 2012, on opposing dispositive motions, the federal district court ruled in favor of defendants. Plaintiffs immediately appealed to the Ninth Circuit.

Before briefing in the Ninth Circuit could begin, the Coalition petitioned for certiorari to the U.S. Supreme Court on December 11, 2012. This petition was denied June 27, 2013, and the Circuit appeal proceeded. Plaintiffs/petitioners filed their opening brief on October 18, 2013. Governor Sandoval filed his answering brief on January 21, 2014, but then moved to withdraw the brief on February 10, 2014, based on rapidly developing law.

The U.S. Supreme Court had decided *United States v. Windsor* on June 26, 2013, declaring that a federal statute prohibiting same-sex marriage was unconstitutional, but not ruling on similar state laws. But then on January 21, 2014, in *SmithKline Beecham Corp. v. Abbott Laboratories*, 740 F.3d 471 (9th Cir. 2014), the Ninth Circuit established a legal test applying heightened scrutiny to any law discriminating on the basis of sexual orientation. Under this test, any state prohibition that discriminated against same-sex individuals would be impossible to defend. Based on these developments, the Governor moved to withdraw the *Sevcik* brief.

Without further State (or county) participation, the *Sevcik* Ninth Circuit appeal proceeded with the Coalition as the remaining party opposing the plaintiffs/petitioners. The Ninth Circuit's opinion issued on October 7, 2014, reversing the district court and finding Nevada's laws unconstitutional. *Latta v. Otter*, 771 F.3d 456 (9th Cir. 2014). Although the Coalition then petitioned for certiorari again on April 9, 2015, *Obergefell v. Hodges*, ___ U.S. ___, 135 S.Ct. 2584 (2015) was decided on June 26, 2015. *Obergefell* directly held unconstitutional state marriage laws limiting marriage to opposite sex couples, thus mooted the petition for certiorari filed by the Coalition in *Sevcik*. Therefore the plaintiffs/petitioners' legal position was vindicated, and they are entitled to attorney's fees and costs pursuant to 42 U.S.C. § 1988.

The claimed amount of attorney fees and costs was \$905,037 and a reduced demand of \$765,037 was made. The AGO was able to negotiate this amount down to \$615,037.

RECOMMENDATION

It is recommended that the claim be paid in the amount of \$615,037.00


RECOMMENDATION: PAY

Lambda Legal Defense and Education Fund
c/o Judy Pfenninger, CFO
120 Wall Street 19th Floor
New York NY 10005

Approved:



NANCY KATAFIAS, CLAIMS MANAGER



NICHOLAS A. TRUTANICH, CHIEF OF STAFF

8/27/15
DATE
9/4/15
DATE

(ORIGINAL KEPT IN FILE)

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Brenda Berry, Budget Analyst *BB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

Claimant:	City and County of San Francisco
Claim No.:	TC 17311
Date of Loss:	April 1, 2008
Settlement Amount:	\$400,000

Additional Information:

To settle this case the amount of \$400,000 is being paid for damages.

Statutory Authority:

SAM 2905

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



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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: September 7, 2015
TO: Brenda Berry, Budget Analyst
FROM: Nancy Katafias, Tort Claims Manager
SUBJECT: City/County of SF Tort Claim Approval for the 10/13/15 BOE agenda

=====

Please place the following item on the October 13, 2015 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, Tort Claim Fund.

Claimant: City and County of San Francisco

Claim No.: TC 17311

Settlement Amount: \$400,000.00

TORT CLAIM RECOMMENDATION

DATE: September 4, 2015
CLAIMANT: City and County of San Francisco
CLAIM NUMBER: TC17311
DATE OF LOSS: April 1, 2008
AGENCY: Department of Health and Human Services

DISCUSSION

In their lawsuit filed against the Department of Health and Human Services/Division of Mental Health and Developmental Services (MHDS), the City and County of San Francisco allege that the MHDS transferred indigent, mentally ill patients from Nevada to cities and counties in California. The complaint alleges that these patients required continued medical treatment and the MHDS did not make arrangements for the patients to be received by family members or medical facilities. They further allege that some of these patients were not residents of the California city or county to which they were transported.

Due to the nature of this lawsuit and the filing of such in the State of California, the State of Nevada hired outside legal counsel to defend the interests of the State. The State of Nevada continues to contest these allegations and maintains that the California State Court lacks jurisdiction. Expenses paid to date for the outside counsel total \$2,083,320.98, but only approximately \$92,027.83 has been incurred under AG Laxalt's administration (i.e. January 2015–present).

Initial settlement demands by the City and County of San Francisco were \$4 million, not including attorneys' fees. As recently as March 2015, San Francisco was asking for \$2.2 million in damages and attorneys' fees. After the Nevada Attorney General's Office aggressively pursued a litigation strategy at the U.S. Supreme Court, which included building a 40 state amicus coalition in support of Nevada's arguments in a petition for certiorari on a question of sovereign immunity, the Supreme Court granted review of that issue in a similar case, *Hyatt v. Franchise Tax Board*, No. 14-1175. Since the Supreme Court granted review of this issue, San Francisco returned to the negotiation table. Through extensive negotiations, the State was able to reach a settlement in the amount of \$400,000.

The Attorney General's Office remains cautiously optimistic that the Supreme Court's ruling in the *Hyatt* case will be favorable for Nevada. However, the expected upcoming intense litigation and trial, and the costs of defense in the interim, including payment for outside counsel, would have exceeded the negotiated settlement amount. Moreover, there is some risk that the Supreme Court's eventual ruling in *Hyatt* may not favor Nevada's sovereign immunity arguments in this case. Settlement of this case at \$400,000 is a cost effective settlement for the State of Nevada, mitigates risk, and is less than the \$500,000 that San Francisco originally demanded in its complaint.

RECOMMENDATION

It is recommended that the claim be paid in the amount of \$400,000.00

RECOMMENDATION: PAY

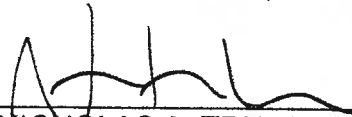
City and County of San Francisco
1390 Market Street, 6th Floor
San Francisco CA 94102

Approved:



NANCY KATAFIAS, CLAIMS MANAGER

9/4/15
DATE



NICHOLAS A. TRUTANICH, CHIEF OF STAFF

9/4/15
DATE

(ORIGINAL KEPT IN FILE)

For Budget Division Use Only	
Reviewed by:	ALH/TG
Reviewed by:	SB
Reviewed by:	

STATEWIDE LEASE AMENDMENT #1 INFORMATION

1. Agency: Department of Education
700 5th Street
Carson City, Nevada 89701
Mindi Martini 775.687.9175 fax: 775.687.9101 mmartini@doe.nv.gov

Remarks: This lease is a colocation to house the Teacher's Licensure Certification Program.

Exceptions/Special notes: This lease amendment changes rent dates to begin on October 1, 2015 with a lease termination of September 30, 2020 due to construction delays.

2. Name of Landlord (Lessor): Tanglewood, LLC

3. Address of Landlord: c/o Eugene Burger Management Company
5011 Meadowood Mall Way, Suite 200
Reno, Nevada 89502

4. Property contact: Kelly McKenzie
775.826.5970 x108 fax: 775.828.2677 kellysiefert@ebmc.com

5. Address of Lease property: 755 North Roop Street, Suite 107
Carson City, Nevada 89701

a. Square Footage: Rentable
 Usable 2,486

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,107.50	12	\$37,290.00	October 1, 2015 - September 30, 2016	\$1.25
4% \$3,231.80	12	\$38,781.60	October 1, 2016 - September 30, 2017	\$1.30
4% \$3,356.10	12	\$40,273.20	October 1, 2017 - September 30, 2018	\$1.35
4% \$3,480.40	12	\$41,764.80	October 1, 2018 - September 30, 2019	\$1.40
3% \$3,604.70	12	\$43,256.40	October 1, 2019 - September 30, 2020	\$1.45

Increase %

c. Total Lease Consideration: 60 \$201,366.00

d. Option to renew: Yes No 180 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 special notes)

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

k. Comparable Market Rate: \$1.68 - \$2.03

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

m. Lease will be paid for by Agency Budget Account Number: 2720

6. Purpose of the lease: To house the Department of Education

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: Not Provided Furnishings: \$45,000.00 Data/Phones: \$9,000.00

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SEP 04 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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 Unlt _____

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

Risa Young 9/1/15
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20141146067</u>	Exp:	<u>2/29/2016</u>	15
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>T81096440</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] 9.3.15
 Authorized Signature Date
 Public Works Division
 ht For Board of Examiners YES NO

For Budget Division Use Only
 Reviewed by: *SM 8/26/15*
 Reviewed by:
 Reviewed by:

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Public and Behavioral Health
 Southern Nevada Adult Mental Health Services
 6161 West Charleston Blvd
 Las Vegas, Nevada 89146
 Paul Ripple 702.486.6099 fax: 702.486.6248 pripple@health.nv.gov

Remarks: This Full Service lease is a renewal of a previously existing gross modified lease.

Exceptions/
 Special notes:

2. Name of Landlord: Walter H Knoll & Barbara J Knoll / Knoll Family Trust

3. Address of Landlord: PO Box 110546, Campbell, California 95011
 1777 Saratoga Avenue, Suite 104, San Jose, California 95129

4. Property contact: Walter Knoll
 408.859.1521 fax: 408.384.5550 knoll1945@aol.com or knoll211@aol.com

5. Address of Lease property: 3650 South Pointe Circle, Suite 208
 Laughlin, Nevada 89029

a. Square Footage: Rentable
 Usable 2,730

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	approximate cost per square foot
\$4,149.60	12	\$ 49,795.20	November 1, 2015 - October 31, 2016	\$1.52
2% \$4,232.59	12	\$ 50,791.08	November 1, 2016 - October 31, 2017	\$1.55
2% \$4,317.24	12	\$ 51,806.88	November 1, 2017 - October 31, 2018	\$1.58
2% \$4,403.58	12	\$ 52,842.96	November 1, 2018 - October 31, 2019	\$1.61
2% \$4,491.65	12	\$ 53,899.80	November 1, 2019 - October 31, 2020	\$1.65

c. Total Lease Consideration: 60 \$259,135.92

d. Option to renew: Yes No 90 Renewal terms: One (1) 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: Not Available

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

m. Lease will be paid for by Agency Budget Account Number: 3161

6. Purpose of the lease: To house the Division of Public and Behavioral Services, Southern Nevada Adult Mental Health Services (SNAMHS), Laughlin Behavioral Health Center

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

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 AUG 25 2015
 GOVERNOR'S FINANCE OFFICE

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 _____ or N/A _____

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

Wendy Law *8/18/15*
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101445094</u>	Exp:	<u>7/31/2016</u>	6
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>T29005798</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

Wendy Law *8-24-15*
Authorized Signature Date
Public Works Division

II
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Southern Nevada Adult Mental Health Services
6161 West Charleston Boulevard
Las Vegas, Nevada 89146
Paul Ripple 702.486.6099 fax: 702.486.6248 pripple@health.nv.gov

Remarks: This is a renewal of an existing lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Jones Professional Center, LLC

3. Address of Landlord: 1301 South Jones Boulevard
Las Vegas, Nevada 89146

4. Property contact: John Wightman
702.878.0959 fax: 702.878.1325 johnw@richwightman.com

5. Address of Lease property: 1321 South Jones Boulevard
Las Vegas, Nevada 89146

a. Square Footage: Rentable
 Usable 2,970

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$5,842.88	12	\$70,114.56	November 1, 2015 - October 31, 2016	\$1.97
0% \$5,842.88	12	\$70,114.56	November 1, 2016 - October 31, 2017	\$1.97
3% \$6,018.17	12	\$72,218.04	November 1, 2017 - October 31, 2018	\$2.03
0% \$6,018.17	12	\$72,218.04	November 1, 2018 - October 31, 2019	\$2.03
3% \$6,198.72	12	\$74,384.64	November 1, 2019 - October 31, 2020	\$2.09

Increase %

c. Total Lease Consideration: 60 \$359,049.84

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 special notes)

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

k. Comparable Market Rate: \$2.05 - \$2.60

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

m. Lease will be paid for by Agency Budget Account Number: 3161

6. Purpose of the lease: To house the Southern Nevada Adult Mental Health 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

RECEIVED

SEP 03 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

Imley Law 8/28/15
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991045863</u>	Exp:	<u>6/30/2016</u>	14
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>T29023809</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] 9-2-15
Authorized Signature Date
Public Works Division

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	9/12/15 TL
Reviewed by:	SB 9/15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles
555 Wright Way
Carson City, Nevada 89711
Randy Hobby 775.684.4804 fax: 775.684.4389 rhobby@dmv.nv.gov

Remarks: This is a renewal of an existing lease. This Lessor had taken a 15% voluntary rent reduction in 2010 for previous five (5) year lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Sarcobatus Land Mining Cattle Co., LLC

3. Address of Landlord: PO Box 1452
Tonopah, Nevada 89049

4. Property contact: James Marsh
775.482.9777 fax: 775.482.5807 jim@jmc.lvcoxmail.com

5. Address of Lease property: 1137 South Main Street, Suite C8
Tonopah, Nevada 89049

a. Square Footage: Rentable
 Usable 1,398 plus 7,500 square feet outside motorcycle testing area @ no charge

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
Increase %					
3%	\$1,151.12	12	\$13,813.44	November 1, 2015 - October 31, 2016	\$0.82
3%	\$1,185.65	12	\$14,227.80	November 1, 2016 - October 31, 2017	\$0.85
3%	\$1,221.22	12	\$14,654.64	November 1, 2017 - October 31, 2018	\$0.87
3%	\$1,258.86	12	\$15,106.32	November 1, 2018 - October 31, 2019	\$0.90
3%	\$1,295.60	12	\$15,547.20	November 1, 2019 - October 31, 2020	\$0.93
c. Total Lease Consideration:		60	\$73,349.40		

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: 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

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

k. Comparable Market Rate: Not Available

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

m. Lease will be paid for by Agency Budget Account Number: 4735

6. Purpose of the lease: To house the Department of Motor Vehicles

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

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SEP 01 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

8-31-15
Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19971024229	Exp:	6/30/2016	3
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:	T81098239			

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

9-1-15
Date

||
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	8-26-15
Reviewed by: <i>[Signature]</i>	8/27/15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Nevada Highway Patrol Division
555 Wright Way
Carson City, Nevada 89711
Jennifer Bauer 775.684.4968 fax: 775.684.4809 jbauer@dps.state.nv.us

Remarks: *4698*

Exceptions/Special notes:

2. Name of Landlord (Lessor): Carson City Sheriff's Office

3. Address of Landlord: 911 East Musser Street
Carson City, Nevada 89701

4. Property contact: 775.887.2500 fax: 775.887.2026

5. Address of Lease property: 911 East Musser Street
Carson City, Nevada 89701

a. Square Footage: Rentable Usable 2,330

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,330.00	12	\$27,960.00	July 1, 2015 - June 30, 2016	\$1.00
0% \$2,330.00	12	\$27,960.00	July 1, 2016 - June 30, 2017	\$1.00
0% \$2,330.00	5	\$11,650.00	July 1, 2017 - November 30, 2018	\$1.00

Increase %

c. Total Lease Consideration: 29 \$67,570.00

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

e. Holdover notice: # of Days required n/a Holdover terms: month to month

f. Term: Two (2) Years, Five (5) 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

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

k. Comparable Market Rate: \$1.68 - \$2.03

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

m. Lease will be paid for by Agency Budget Account Number: 4713

6. Purpose of the lease: To house the Highway Patrol 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

Inter-local agreement converted to lease agreement since NHP will now be paying rent. NHP has been co-locating at this site for three years. They are now being required to share in the rent expense with Carson Sherr.

a. Estimated Moving Expenses: N/A Furnishings: N/A Data/Phones: N/A

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AUG 18 2015
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

For Budget Division Use Only	
Reviewed by: <i>Sam L</i>	9-11-15
Reviewed by: <i>SP</i>	9/11/15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
 Highway Patrol Division
 Parole and Probation Division
 555 Wright Way
 Carson City, Nevada 89711
 Jennifer Bauer 775.684.4698 fax: 775.684.4809 jbauer@dps.state.nv.us

Remarks: This is a renewal of an existing lease. This Lessor had taken a 15% voluntary rent reduction in 2010 for previous five (5) year lease.

Exceptions/Special notes: Three Day, DPS Janitorial

2. Name of Landlord (Lessor): Sarcobatus Land Mining Cattle Co., LLC

3. Address of Landlord: PO Box 1452
 Tonopah, Nevada 89049

4. Property contact: James Marsh
 775.482.9777 fax: 775.482.5807 jim@jmc.lvcoxmail.com

5. Address of Lease property: 1137 South Main Street, Suites A3 & B3
 Tonopah, Nevada 89049

a. Square Footage: Rentable
 Usable 2,055

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,335.75	12	\$16,029.00	November 1, 2015 - October 31, 2016	\$0.65
3% \$1,375.82	12	\$16,509.84	November 1, 2016 - October 31, 2017	\$0.67
3% \$1,417.09	12	\$17,005.08	November 1, 2017 - October 31, 2018	\$0.69
3% \$1,459.60	12	\$17,515.20	November 1, 2018 - October 31, 2019	\$0.71
3% \$1,503.39	12	\$18,040.68	November 1, 2019 - October 31, 2020	\$0.73

Increase %

c. Total Lease Consideration: 60 \$85,099.80

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

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

k. Comparable Market Rate: Not Available

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

m. Lease will be paid for by Agency Budget Account Number: 4713, 3740

6. Purpose of the lease: To house the Highway Patrol Division and Parole & Probation 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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED

SEP 08 2015

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

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

John Smeggy 9-8-15
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19971024229</u>	Exp:	<u>6/30/2016</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				
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>T81098239</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] 9-8-15
Authorized Signature Date
Public Works Division

For Board of Examiners YES NO

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17087**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Bancroft, PLLC
Agency Code: 030	Contractor Name: Bancroft, PLLC
Appropriation Unit: 1030-04	Address: 500 New Jersey Avenue NW 7th Floor
Is budget authority available?: Yes	City/State/Zip: Washington, DC 20001
If "No" please explain: Not Applicable	Contact/Phone: Chris Bartolomucci 202-234-0090
	Vendor No.: T29036621
	NV Business ID: nv20151551527

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 100% Statutory Contingency Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/15/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **Yes**

If "Yes", please explain

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

3. Termination Date: **11/30/2015**

Contract term: **76 days**

4. Type of contract: **Contract**

Contract description: **Outside Counsel**

5. Purpose of contract:

This is a new contract to provide outside counsel services for cases that the Attorney General decided were impracticable and uneconomical to have the State of Nevada employees defend in a lawsuit pursuant to NRS 41.03435.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

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

Because of heavy workload on other important matters and specialized subject matter expertise required.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	09/16/2015 16:42:00 PM
Division Approval	mradu	09/16/2015 16:42:04 PM
Department Approval	clesli1	09/16/2015 16:43:26 PM
Contract Manager Approval	Iramire7	09/28/2015 13:50:41 PM
Budget Analyst Approval	bberry	09/29/2015 15:03:19 PM
BOE Agenda Approval	jburry	09/29/2015 15:41:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **17097**

Agency Name:	TREASURER - TREASURER'S OFFICE	Legal Entity Name:	NEW YORK LIFE INSURANCE COMPANY, DBA, MACKAY SHIELDS
Agency Code:	050	Contractor Name:	NEW YORK LIFE INSURANCE COMPANY, DBA, MACKAY SHIELDS
Appropriation Unit:	1080-04	Address:	1345 AVENUE OF THE AMERICAS
Is budget authority available?:	Yes	City/State/Zip:	NEW YORK, NY 10105
If "No" please explain:	Not Applicable	Contact/Phone:	Virginia Rose 212.230.3893
		Vendor No.:	T27038140
		NV Business ID:	NV20151549041

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Undistributed interest

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**Anticipated BOE meeting date **10/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **3 years and 261 days**4. Type of contract: **Contract**Contract description: **Investment Mgmt**

5. Purpose of contract:

This is a new contract to provide fixed income investment management services for the General Portfolio in accordance with NRS Chapter 355.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: Estimating \$340,000 per year: 0.17% X \$200 million in assets x 4 yrs = \$1,360,000 rounded up to \$1.5 million.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide investment management services for monies in the State General Portfolio - Core which must be invested in a prudent manner in accordance with NRS Chapter 355.

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 longer-term fixed income securities which assist the portfolio in increased yield to the State General Portfolio.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor chosen is able to manage the funds within the state regulatory requirements, has a proven track record, helps ensure risk/return balance and has a competitive fee structure.

d. Last bid date: 07/01/2015 Anticipated re-bid date: 04/15/2019

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:
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	shanshew	09/18/2015 15:58:09 PM
Division Approval	thagan	09/18/2015 17:52:49 PM
Department Approval	thagan	09/18/2015 17:52:53 PM
Contract Manager Approval	shanshew	09/21/2015 09:28:12 AM
Budget Analyst Approval	bberry	09/23/2015 08:08:10 AM
BOE Agenda Approval	jmurph1	09/23/2015 08:30:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16921**

Agency Name:	TREASURER - COLLEGE SAVINGS TRUST	Legal Entity Name:	HIRSCHLER FLEISCHER
Agency Code:	051	Contractor Name:	HIRSCHLER FLEISCHER
Appropriation Unit:	1092-04	Address:	2100 East Carty Street
Is budget authority available?:	Yes	City/State/Zip:	Richmond, VA 23218
If "No" please explain:	Not Applicable	Contact/Phone:	James W.C. Canup 804-771-9518
		Vendor No.:	
		NV Business ID:	APPLYING FOR

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Endowment Trust Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2015**Anticipated BOE meeting date **09/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2019**Contract term: **4 years and 115 days**4. Type of contract: **Contract**Contract description: **Legal Counsel**

5. Purpose of contract:

This is a new contract to provide legal services to the Treasurer, staff and the Board of Trustees of the College Savings Plans of Nevada with Internal Revenue Code Section 529 regulatory and compliance issues.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**Other basis for payment: **\$3,500 fixed monthly retainer and \$215 per hour up to \$400 per hour.****II. JUSTIFICATION**

7. What conditions require that this work be done?

Section 529 plans require specialized legal support. NRS 353B.110 allows the Board to enter into contracts for goods or services including legal counsel.

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

The State Treasurer's Office does not have any attorneys 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 Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

d. Last bid date: Anticipated re-bid date:

10. 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 registering with the Secretary of State's Office as a foreign corporation with the State of Nevada.

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.

The vendor is in the process of obtaining a State Business License with the State of Nevada.

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.

The vendor is in the process of becoming a foreign corporation with the State of Nevada.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shanshew	07/30/2015 10:28:04 AM
Division Approval	thagan	07/30/2015 11:22:53 AM
Department Approval	thagan	07/30/2015 11:22:58 AM
Contract Manager Approval	shanshew	07/30/2015 11:53:05 AM
Budget Analyst Approval	sbarkdul	08/03/2015 09:00:30 AM
BOE Agenda Approval	jborrowm	08/17/2015 16:54:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **17083**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	STRUCTURAL SYSTEM SOLUTIONS, INC.
Agency Code:	082	Contractor Name:	STRUCTURAL SYSTEM SOLUTIONS, INC.
Appropriation Unit:	All Appropriations	Address:	227 VINE ST
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89503-5220
If "No" please explain:	Not Applicable	Contact/Phone:	null775/232-4664
		Vendor No.:	T27033894
		NV Business ID:	NV20111597561

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Varies depending upon the project requiring this work.

Agency Reference #: **109702**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **1 year and 273 days**4. Type of contract: **Contract**Contract description: **CIV PL CHCK SERV**

5. Purpose of contract:

This is a new contract to provide professional civil plan checking services on an as needed basis: SPWD Contract No. 109702.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**Other basis for payment: **progress payments based on services provided****II. JUSTIFICATION**

7. What conditions require that this work be done?

Civil Plan Checking Services required to ensure building safety and code compliance.

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

Professional plan checking services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/15/2015 15:56:16 PM
Division Approval	dgrimm	09/15/2015 15:56:20 PM
Department Approval	dgrimm	09/15/2015 15:56:25 PM
Contract Manager Approval	dgrimm	09/16/2015 08:08:48 AM
Budget Analyst Approval	jrodrig9	09/16/2015 20:21:01 PM
BOE Agenda Approval	sbrown	09/17/2015 13:52:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17084**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	STRUCTURAL SYSTEM SOLUTIONS, INC.
Agency Code:	082	Contractor Name:	STRUCTURAL SYSTEM SOLUTIONS, INC.
Appropriation Unit:	All Appropriations	Address:	227 VINE ST
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89503-5220
If "No" please explain:	Not Applicable	Contact/Phone:	null775/232-4664
		Vendor No.:	T27033894
		NV Business ID:	NV20111597561

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Varies depending upon the project requiring this work

Agency Reference #: 109701

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 273 days**

4. Type of contract: **Contract**

Contract description: **STRUCT PL CHCK SERV**

5. Purpose of contract:

This is a new contract to provide structural plan checking services on an as needed basis: SPWD Contract No. 19701.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

Structural Plan Checking Services required to ensure building safety and code compliance.

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

Professional Plan Checking services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/15/2015 16:13:51 PM
Division Approval	dgrimm	09/15/2015 16:13:53 PM
Department Approval	dgrimm	09/15/2015 16:13:56 PM
Contract Manager Approval	dgrimm	09/16/2015 08:07:01 AM
Budget Analyst Approval	jrodrig9	09/16/2015 21:32:18 PM
BOE Agenda Approval	sbrown	09/17/2015 13:51:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16999**

Agency Name: DTCA - DIVISION OF TOURISM	Legal Entity Name: SARTHA GLOBAL MARKETING
Agency Code: 101	Contractor Name: SARTHA GLOBAL MARKETING
Appropriation Unit: 1522-43	Address: 2ND FLR, SISHAN HOUSE, 119 SHAHPUR JAT
Is budget authority available?: Yes	City/State/Zip: NEW DELHI, INDIA, 110049
If "No" please explain: Not Applicable	Contact/Phone: SUNIL PURI 911149210004
	Vendor No.: F00000290
	NV Business ID: NV20151470929
To what State Fiscal Year(s) will the contract be charged?	2016-2017

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % LODGING TAX

Agency Reference #: **RFP #3196 - AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **1 year and 273 days**4. Type of contract: **Contract**Contract description: **Rep Office - India**

5. Purpose of contract:

This is a new contract to provide ongoing international representation in India to promote tourism in Nevada. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities, media value and accomplishments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$272,500.00****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 of Nevada. This contract focuses on the international traveler.

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

The state does not have employees located in India to perform the necessary work as identified in the contract. In country representatives have direct knowledge of the industry, culture, language and traveler. They also have the in country industry contacts. Being in country, the representatives are able to conduct sales calls, in office trainings, media visits, attend sales missions and shows more conveniently and at a reduced cost.

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 #3196, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/18/2015 Anticipated re-bid date: 01/15/2019

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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business License**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	09/11/2015 09:11:13 AM
Division Approval	amathies	09/11/2015 09:11:15 AM
Department Approval	amathies	09/11/2015 09:11:17 AM
Contract Manager Approval	amathies	09/11/2015 09:11:19 AM
Budget Analyst Approval	tgreenam	09/12/2015 09:11:29 AM
BOE Agenda Approval	sbrown	09/16/2015 17:21:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16943**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2712-34**Is budget authority available?: **No**

If "No" please explain: Partial funding of this contract is contingent upon approval of Work Program C33604 at the October IFC meeting. This work program requests authority to receive a sub-grant award from the Nevada Division of Public and Behavioral Health in order to pay a portion of this contract.

Legal Entity Name: **AMERICAN INSTITUTES FOR**Contractor Name: **AMERICAN INSTITUTES FOR**Address: **RESEARCH IN BEHAVIORAL SCIENCE
1000 THOMAS JEFFERSON ST NW
WASHINGTON, DC 20007-3835**City/State/Zip: **WASHINGTON, DC 20007-3835**Contact/Phone: **Nilva da Silva 202/642-5000**Vendor No.: **T81077847**NV Business ID: **NV**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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.

<input checked="" type="checkbox"/>	General Funds	17.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	83.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP# 3179-AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2015**Anticipated BOE meeting date **10/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2019**Contract term: **4 years and 23 days**4. Type of contract: **Contract**Contract description: **Schl Climt/SEL Srvy**

5. Purpose of contract:

This is a new contract to provide a School Climate/Social and Emotional Learning (SEL) survey to be administered to all pupils who are enrolled in Nevada Public Schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$992,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

NDE needs a statewide School Climate/SEL survey to help us determine where we need to put more technical assistance and determine the effectiveness of our projects as well as a needs assessment for recent legislative funding.

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

Currently NDE does not have a School Climate/SEL survey to use or people in the position to write and disseminate one.

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 #3179, 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: 04/06/2015 Anticipated re-bid date: 04/01/2019

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:

Dept. of Administration ¿ 10/14/08 ¿ 09/30/09
Department of Education -2/12/13 ¿ 3/31/13
Department of Education ¿ 3/12/13 ¿ 9/30/13
Legislative Counsel Bureau ¿ 3/12/13 ¿ 9/30/13
Vendor has been deemed to be 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	mburto1	09/04/2015 15:39:07 PM
Division Approval	mburto1	09/04/2015 15:39:15 PM
Department Approval	lyoun7	09/04/2015 15:45:11 PM
Contract Manager Approval	mburto1	09/04/2015 15:45:37 PM
Budget Analyst Approval	kperondi	09/11/2015 17:02:52 PM
BOE Agenda Approval	sbrown	09/21/2015 08:39:13 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15404** Amendment Number: **1**

Agency Name: **ADMIN - NEVADA STATE LIBRARY AND ARCHIVES** Legal Entity Name: **NEVADA STATE LIBRARY, ARCHIVES**

Agency Code: **332** Contractor Name: **NEVADA STATE LIBRARY, ARCHIVES**

Appropriation Unit: **2895-00** Address: **AND PUBLIC RECORDS**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89701-4285**

If "No" please explain: **Not Applicable** Contact/Phone: **DAPHNE DELEON 775/684-3360**

Vendor No.: **D33200000**

NV Business ID: **Not applicable**

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

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

General Funds	0.00 %	X	Fees	100.00 % Member fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date **11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **5 years and 84 days**

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

Contract description: **Network of Libraries**

5. Purpose of contract:

This is the first amendment to the original cooperative revenue agreement, which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources. This amendment increases the maximum amount from \$182,875 to \$242,875 due to the costs associated with the services for this member exceed the yearly contracted limit.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$182,875.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$60,000.00
4. New maximum contract amount:	\$242,875.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 379.147-379.150 permits the parties to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services.

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

CLAN, created by an agreement under NRS 277.080-279 and NRS 379.150, is a consortium of libraries and related agencies that share vital library and technological resources. In order to meet this goal, members libraries pool their resources and make it economically feasible to do more together than one member on their own.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not applicable

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

CLAN has been doing contracts through Nevada State Library and Archives using cooperative agreements since 1981. Per NRS 379.147-379.150 to permit the parties hereto to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services, which allows for the sharing of resources by all.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	09/16/2015 15:25:22 PM
Division Approval	csweeney	09/16/2015 15:25:25 PM
Department Approval	csweeney	09/16/2015 15:25:29 PM
Contract Manager Approval	csweeney	09/16/2015 15:25:32 PM
Budget Analyst Approval	sewart	09/18/2015 15:30:28 PM
BOE Agenda Approval	sbrown	09/21/2015 08:18:26 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17012**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	HOMETOWN HEALTH PLAN, INC.
Agency Code:	402	Contractor Name:	HOMETOWN HEALTH PLAN, INC.
Appropriation Unit:	3156-16	Address:	SENIOR CARE PLUS 830 HARVARD WAY
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89502-2055
If "No" please explain:	Not Applicable	Contact/Phone:	null775/982-3181
		Vendor No.:	T27019413A
		NV Business ID:	NV19871019956

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Healthy Nevada Funds

2. Contract start date:

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

Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/09/2019**

Contract term: **3 years and 160 days**

4. Type of contract: **Contract**

Contract description: **Hometown Health Plan**

5. Purpose of contract:

This is a new contract that continues Nevada's ongoing two-part State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$171,000.00**

Other basis for payment: 100% of the low income benchmark for Nevada, as provided by the Centers for Medicare and Medicaid Services (CMS) plus a monthly administrative fee.

II. JUSTIFICATION

7. What conditions require that this work be done?

) Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

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

State employees are not authorized to perform the needed services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

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:

Previous contract or provider agreement with Aging and Disability 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:
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	dbowma1	08/21/2015 07:35:49 AM
Division Approval	dbowma1	08/21/2015 07:35:54 AM
Department Approval	ecreceli	08/25/2015 16:44:17 PM
Contract Manager Approval	mmedeiro	08/26/2015 11:17:01 AM
Budget Analyst Approval	knielsen	09/14/2015 08:41:01 AM
BOE Agenda Approval	jburry	09/22/2015 11:04:11 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17016**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	T. J. Hunt Med Services, PLLC
Agency Code:	402	Contractor Name:	T. J. Hunt Med Services, PLLC
Appropriation Unit:	3279-04	Address:	7512 Dry Pines Circle
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89129
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Thomas J. Hunt 702-577-6683
		Vendor No.:	
		NV Business ID:	NV20151496325

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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	50.20 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	49.80 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Medical Director**

5. Purpose of contract:

This is a new contract that continues ongoing Medical Director services at Desert Regional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$96,060.00**

Other basis for payment: Montly upon invoice per contract

II. JUSTIFICATION

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 4, Part 483.40 Physician Services: A physician must personally approve in writing a recommendation that an individual be admitted to a facility. Each resident must remain under the care of a physician.

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

Desert Regional Center does not have a physician 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 150802

Approval Date: 08/17/2015

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

[Empty text box]

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? 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?

Yes

See the attached Authorization to Contract form for details.

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:

2005-2015 - Desert Regional Center contracted with the University of Nevada School of Medicine for Medical Director services. Dr. Thomas J. Hunt fulfilled those services. The quality of service provided has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	dhanse6	08/25/2015 17:14:59 PM
Division Approval	dbowma1	09/01/2015 09:33:07 AM
Department Approval	ecrecli	09/02/2015 13:34:48 PM
Contract Manager Approval	dhanse6	09/02/2015 14:04:42 PM
Budget Analyst Approval	knielsen	09/15/2015 10:00:43 AM
BOE Agenda Approval	nhovden	09/15/2015 10:05:58 AM
BOE Final Approval	Pending	

Karen Crouch


From: Maureen Martinez
Sent: Monday, August 17, 2015 11:31 AM
To: Karen Crouch
Subject: CETS 16-03_RE: CETS Insurance Approval

Hi Karen

Insurance ok per our conversation, please use this email as your attachment and approval for CETS.

Please advise if you need anything further from me.

Maureen E. Martinez, ARM-P | Insurance and Loss Prevention Specialist
Nevada Department of Administration | Risk Management Division
T: (775)687-3193 | F: (775)687-3195 | E: memartinez@admin.nv.gov
www.risk.nv.gov

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From: Karen Crouch
Sent: Friday, August 14, 2015 10:53 AM
To: Maureen Martinez <memartinez@admin.nv.gov>
Subject: CETS Insurance Approval
Importance: High

Good morning Maureen,

I wanted to follow up on a phone conversation we had recently regarding our Medical Director services. DRC has to contract with our MD separately now because he no longer works for a state agency. When you and I reviewed the insurance requirements you agreed I should use the professional service contracts working with children/elderly. When we went over the coverage you advised the auto liability should be changed to \$500,000, the professional liability should be changed to 3 million annual aggregate as opposed to 2 and to delete the fidelity bond or crime insurance. When I tried to put that in CETS it said to send an email to you for an insurance waiver that I have to attach

to the rest of the contract.

Would you please send me that?

Thank you,

Karen

Karen Crouch
Administrative Assistant III
Desert Regional Center
1391 S. Jones Boulevard
Las Vegas, NV 89146-1200
Ph. 702-486-8028
Fax: 702-486-6368

DRC Mission: Supporting individuals in achieving a life of meaning, equality, dignity, opportunity, and inclusion in the community.

This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the

State of Nevada
Department of Administration



Brian Sandoval
Governor

Purchasing Division

James R. Wells, CPA
Director

515 E. Musser Street, Suite 300
Carson City, NV 89701

Greg Smith
Administrator

Purchasing Use Only:

Approval#: 150802

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>DHHS/ADSD (402)/ Desert Regional Center (B/A 3279)</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Darrel Hansen, ASO</i>	<i>702-486-6333</i>	<i>dlhansen@drc.nv.gov</i>

1b	Vendor Information:	
	Identify Vendor:	<i>Hunt Med Services</i>
	Contact Name:	<i>Dr. Thomas J. Hunt</i>
	Address:	<i>7512 Dry Pines Circle, Las Vegas, NV 89129</i>
	Telephone Number:	<i>702-577-6683</i>
	Email Address:	<i>huntmedservices@gmail.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	<input checked="" type="checkbox"/>

1d	Contract Information:		
	Is this a new Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Amendment:	#	
	CETS:	#	

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>Upon Approval</i>	End Date: <i>September 30, 2017</i>

1f	Funding:	
	State Appropriated:	<i>52.0%</i>
	Federal Funds:	<i>48.0%</i>
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:	
	<i>\$96,060.00</i>	

2 Provide a description of work/services to be performed or commodity/good to be purchased:
Medical Director services at Desert Regional Center. These services include the oversight and monitoring of general health care and safety needs of all individuals; provide professional consultation to physicians, psychiatrists, and nursing services; participate in the development of applicable policies and procedures; attend meetings as needed for administrative and clinical issues; and actively participate in staff development. The Medical Director will also provide pre-employment medical examinations as requested by Desert Regional Center.

3 What are the unique features/qualifications required for this service or good that are not available from any other vendor:
The code of Federal Regulations for Intermediate Care Facilities Title 42, Chapter 4, Part 483.40, Physician Services states a physician must personally approve in writing a recommendation that an individual be admitted to a facility. Each resident must remain under the care of a physician.

Dr. Thomas Hunt has served as the Medical Director for Desert Regional Center for over ten years most recently through an Intrastate Interlocal Contract Between Public Agencies between the Department of Health and Human Services, Aging and Disability Services Division, Desert Regional Center and the University of Nevada School of Medicine Integrated Clinical Services, Inc. (ICS) and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc., dba Medschool Associates South (MSAS).

Dr. Hunt is no longer employed by the University of Nevada School of Medicine and has opened his own Limited Liability Corporation to provide medical services. Desert Regional Center wishes to continue the long-standing professional relationship with Dr. Hunt. This change in employment status requires DRC to enter into a new contract with Dr. Hunt through Hunt Med Services, LLC.

4 Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
Medical Director Services for Desert Regional Center's ICF/ID are not easily competitively bid because of the specialized needs of the population served.

It would not be in the best interest of Desert Regional Center or its residents economically or professionally to change Medical Directors. For the residents, continuity-of-care by the existing Medical Director is essential and the fees associated with the Contract will remain the same as in prior years.

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.				
	b. If not, why were alternatives not evaluated?	Alternatives were not evaluated as Desert Regional Center's Director of Nursing stated the current Medical Director's services are exemplary and the Medical Director wishes to continue his services. He has a working relationship with all direct-care staff, departmental managers and supervisors. The long-standing history provided by the current Medical Director is invaluable to Desert Regional Center.			

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:	
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>						
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>		
	<i>7/1/2015</i>	<i>6/30/2017</i>	<i>\$96,060.00</i>	<i>Medical Director Services</i>	<i>Intrastate Interlocal Agreement</i>		
	<i>8/15/2011</i>	<i>6/30/2015</i>	<i>\$192,120.00</i>	<i>Medical Director Services</i>	<i>Amendment</i>		
	<i>8/15/2011</i>	<i>6/30/2013</i>	<i>\$96,060.00</i>	<i>Medial Director Services</i>	<i>Intrastate Interlocal Agreement</i>		
<i>7/1/2009</i>	<i>6/30/2011</i>	<i>\$96,060.00</i>	<i>Medical Director Services</i>	<i>Intrastate Interlocal Agreement</i>			
<i>5/20/2005</i>	<i>6/30/2007</i>	<i>\$127,400.00</i>	<i>Medical Director Services</i>	<i>Intrastate Interlocal Agreement</i>			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The potential consequences to Desert Regional Center's residents should the waiver be denied would be the lack of familiarity and continuity-of-care provided by the Medical Director. This would be detrimental to the residents and the agency. Fiscally, the cost of these services has remained the same for several years and it is unknown what the cost would be by a new provider.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>Due to the unique requirements of a Medical Director for Desert Regional Center's residents, it has been difficult in past years to find such a physician willing to perform the duties required on a continual basis. The current Medical Director is dedicated to the Center and its residents and both parties wish to continue the professional relationship. The fees charged by the Medical Director have been determined to be fair and reasonable by the Director of Nursing.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<i>Note: Although this contract/purchase will not obligate the State to this vendor for future contracts, it is Desert Regional Center's desire to continue the relationship with this Medical Director, provided services continue at the quality level experienced for the past ten years.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

David L. Hansen
Agency Representative Initiating Request

David Hansen 08-14-2015
Print Name of Agency Representative Initiating Request Date

Leslie Brown 8/14/15
Signature of Agency Head Authorizing Request

Leslie Brown 8/14/15
Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review: N/A

Representative Providing Review

Print Name of Representative Providing Review Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: *Chap Smith* 8-17-15
Administrator, Purchasing Division or Designee Date



STATE OF NEVADA
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 AGING AND DISABILITY SERVICES DIVISION

Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706

(775) 687-4210 • Fax (775) 687-0574
adsd@adsd.nv.gov

RICHARD WHITLEY
 Director

JANE GRUNER
 Administrator

BRIAN SANDOVAL
 Governor

August 31, 2015

To: James R. Wells, Director; Department of Administration

From: Darrel Hansen, Administrative Services Officer; Desert Regional Center *DH*

Through: Jane Gruner, Administrator; Aging and Disability Services Division, *JG*
 Richard Whitley, Director; Department of Health and Human Services *for Jane Gruner*
for Richard Whitley

Subject: Authorization to Contract with a Former State Employee

Desert Regional Center (DRC) an agency within the Aging and Disability Services Division is requesting to contract with a former State employee, as per NRS 333.705.

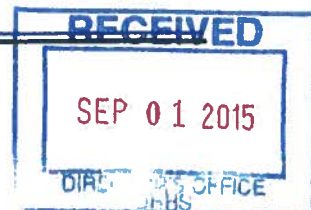
This former State employee has been performing the Medical Director duties at DRC's Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) through an inter-local agreement with the University of Nevada School of Medicine (UNSOM) for over ten years. He has recently left employment with UNSOM and the agency wishes to maintain the relationship with this physician.

Duties performed by the Medical Director include:

- Oversight and monitoring of general health care and safety needs of all ICF/IID Individuals
- Provide professional consultation to physicians, psychiatrists, and nursing services
- Participate in the development of applicable policies and procedures
- Attend meetings for administrative and clinical issues and participate in staff development
- Provide pre-employment medical examinations as requested by DRC.

The "Authorization to Contract with a Former Employee" forms are attached for review and consideration. Should you have any questions, please contact Darrel Hansen at (702) 486-6333.

Aging and Disability Services Division
 Administrative Office
 3416 Goni Road, D-132
 Carson City, NV 89706
 (775) 687-4210 - (775) 687-0574



Authorization to Contract with a Former Employee

Former Employee Name:	<u>Thomas J. Hunt</u>
Former Employee ID number:	<u>5244</u>
Former Job Title:	<u>Associate Professor Family Medicine</u>
Former Employing Agency:	<u>University of Nevada School Of Medicine</u>
Former Class and Grade:	
Employment Dates:	<u>12/1999 – 8/2015</u>
Contracting Agency:	<u>DHHS/ADSD (402)/Desert Regional Center (BA 3279)</u>

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

<p>a. Summarize scope of contract work.</p>	<p>Medical Director Services. These services include the oversight and monitoring of general health care and safety needs of all individuals; provide professional consultation to physicians, psychiatrists, and nursing services; participate in the development of applicable policies and procedures; attend meetings as needed for administrative and clinical issues and actively participate in staff development. The Medical Director will also provide pre-employment medical examinations as requested by Desert Regional Center.</p>
<p>b. Document former job description.</p>	<p>Medical Director Services (same as scope of work - see "a." above).</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, the former employee has served as Desert Regional Center's Medical Director for over ten years. The former employee is dedicated to the Center and its residents and both parties wish to continue the professional relationship. The former employee has a working relationship with all direct-care staff, departmental managers and supervisors. For the residents of Desert Regional Center, continuity of care is essential.</p> <p>No, the agency does not employ a physician and when the relationship with this former employee ends the agency will have to contract with another physician to fill these responsibilities.</p> <p>Also, this contract will not obligate the State to the former employee for future contracts. It is Desert Regional Center's desire to continue the relationship with this former employee, provided services continue at the quality level experienced for the past ten years.</p>

d. Explain why existing State employees within your agency cannot perform this function.	Desert Regional Center does not employ a physician.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	There is no relationship between the agency or any agency staff with the former employee.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	The former employee has served as Desert Regional Center's Medical Director for over ten years. The former employee is dedicated to the Center and its residents and both parties wish to continue the professional relationship. The former employee has a working relationship with all direct-care staff, departmental managers and supervisors. For the residents of Desert Regional Center, continuity of care is essential. Fiscally, the cost of the Medical Director Contract has remained the same for the past several years and this Contract does not include an increase.

Comments:



For Jane Greener

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16865**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Clark County Juvenile Justice
Agency Code: 403	Contractor Name: Clark County Juvenile Justice
Appropriation Unit: 3158-24	Address: 601 N. Pecos Road
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: null702-455-5210
	Vendor No.:
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2015**

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive due to a delay in negotiations with the County.

3. Termination Date: **06/30/2019**

Contract term: **4 years**

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

Contract description: **Title XIX & XXI TCM**

5. Purpose of contract:

This is a new contract to provide Targeted Case Management services and administrative services for the juvenile justice population pursuant to federal Title XIX & XXI funding.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$487,500.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Children within Juvenile Services in need of Targeted Case Management

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

Agreement covers county reporting requirements only

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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:

Clark County has been engaged under contract by DHCFP for several years and service has been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/03/2015 15:29:15 PM
Division Approval	trooker	09/03/2015 15:30:03 PM
Department Approval	ecrecoli	09/08/2015 13:21:08 PM
Contract Manager Approval	aree2	09/09/2015 10:41:14 AM
Budget Analyst Approval	dreynol2	09/10/2015 16:48:30 PM
BOE Agenda Approval	nhovden	09/11/2015 08:28:56 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Interim Director

Laurie Squartsoff
Administrator

MEMORANDUM

Date: June 12, 2015
TO: Nikki Hovden, Budget Analyst V, Budget and Planning
FROM: Ambra Reed, Contract Manager DHCFP
RE: Clark County Juvenile Justice Services retroactive contract

DHCFP is seeking approval to enter a retroactive Interlocal Contract with Clark County Juvenile Services. This contract was executed as quickly as possible and if approved, becomes effective July 1, 2015. The contract could not be finalized sooner due to a delay of negotiations with the county.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12128** Amendment Number: **3**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Division of Welfare and Supportive Services**

Agency Code: **403** Contractor Name: **Division of Welfare and Supportive Services**

Appropriation Unit: **3158-11** Address: **1470 College Parkway**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89706**

If "No" please explain: **Not Applicable** Contact/Phone: **Agnes Francis/Jason Holm 775-684-0676**

Vendor No.:
NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2017**

Termination Date:

Contract term: **6 years and 1 day**

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

Contract description: **Eligibility**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement to reimburse the federal share of costs associated with administrative activities to implement the Medicaid and Nevada Checkup programs for eligibility and maintenance of the eligibility engine. This amendment increases the maximum amount from \$128,541,889 to \$234,530,135 for continued need of these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$28,940,031.00
2. Total amount of any previous contract amendments:	\$99,601,858.00
3. Amount of current contract amendment:	\$105,988,246.00
4. New maximum contract amount:	\$234,530,135.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Medicaid eligibility determinations are a critical part to administering the Medicaid program which falls under Title XIX of the Social Security Act. DWSS has the resources necessary to perform these eligibility decisions. This contract allows the Division of Health Care Financing and Policy (DHCFP), the "single State agency" for Medicaid, to receive and pass on the federal funds for costs associated with performing certain administrative services for the Medicaid program.

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

State employees do this work. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX pursuant to Title 42 of the Code of Federal Regulations

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. 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:

Existing contract with satisfactory performance.

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	aree2	09/29/2015 11:49:01 AM
Division Approval	trooker	09/29/2015 16:19:09 PM
Department Approval	ecreceli	09/30/2015 11:10:11 AM
Contract Manager Approval	aree2	09/30/2015 12:17:14 PM
Budget Analyst Approval	dreynoi2	09/30/2015 13:03:25 PM
BOE Agenda Approval	nhovden	09/30/2015 13:18:12 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: **17030**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
Agency Code:	406	Contractor Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
Appropriation Unit:	3162-11	Address:	UNR CONTROLLERS OFFICE MAIL STOP 0332
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89557-0124
If "No" please explain:	Not Applicable	Contact/Phone:	GAIL SMITH 775-784-6003
		Vendor No.:	D35000816
		NV Business ID:	N/A

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C15119**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **09/2015**

Retroactive? **Yes**

If "Yes", please explain

Several weeks of ongoing negotiations with the School of Medicine and a staffing shortage at the School of Medicine necessitated the need for a retroactive start date. Due to a shortage of psychiatric staffing it was imperative that psychiatric residency training and services to the Northern Nevada Adult Mental Health Services Hospital and its consumers continue uninterrupted.

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

Contract term: **2 years**

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

Contract description: **Residency Program**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing postgraduate psychiatric residency services and training for University of Nevada School of Medicine residents through professional development groups to help enhance the clinical knowledge and skills of the participants while simultaneously providing valuable services to patients and clients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$925,445.64**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 277.180 the division is authorized to contract with other governmental agencies for the provision of services. Psychiatric residency services provide valuable training for residents and clinical psychiatric services to consumers at Northern Nevada Adult Mental Health Services(NNAMHS).

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

Services provided by psychiatric residents also provide training for medical school postgraduates by current medical staff at NNAMHS

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

In accordance with NRS 277.180, the Agency has contracted with the University Medical School to provide postgraduate psychiatric residents with training and assist in the delivery of the behavioral health services to consumers.

There is no indirect rates associated with this contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	09/04/2015 12:38:48 PM
Division Approval	alaw1	09/04/2015 12:38:50 PM
Department Approval	ecreceli	09/08/2015 14:47:09 PM
Contract Manager Approval	shoughta	09/09/2015 08:36:15 AM
Budget Analyst Approval	nhovden	09/11/2015 08:34:56 AM
BOE Agenda Approval	nhovden	09/11/2015 08:35:02 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH
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) 684-4200 · Fax: (775) 684-4211

September 1, 2015

MEMORANDUM

TO: *Nikki Hovden*
Budget Analyst
Budget Division

THROUGH: *Mark Winebarger*
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: *Tom Durante*
Interim Agency Director
Northern Nevada Adult Mental Health Services

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT –Board of Regents, UNR,
UNSOM Residency Program CETS # 17030**

Several weeks of ongoing negotiations with the School of Medicine and a staffing shortage at the School of Medicine, Contract Department, necessitated the need for a retroactive start date. Due to a shortage of psychiatric staffing was imperative that psychiatric residency training and services to the Northern Nevada Adult Mental Health Services Hospital and its consumers continued uninterrupted.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2015. Due to a shortage of psychiatric staffing it is imperative that psychiatric residency training and services to the Northern Nevada Adult Mental Health Services hospital and its consumers, continue uninterrupted.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16995**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	WASHOE COUNTY
Agency Code:	406	Contractor Name:	WASHOE COUNTY
Appropriation Unit:	3645-00	Address:	WASHOE COUNTY MANAGERS OFFICE 1001 E 9TH ST
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89512
If "No" please explain:	Not Applicable	Contact/Phone:	null775/328-6131
		Vendor No.:	T40283400AQ
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **C 15092**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **Yes**

If "Yes", please explain

This contract provides mental health professionals to perform mental health evaluations, including competency evaluations and risk assessments at the Washoe County Detention Center. The sharing of the costs of mental health examinations continues to create monetary efficiencies for both the state and the county. The contract was delayed due to extensive negotiations and required changes to the proposed contract.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Mental Health Svcs**

5. Purpose of contract:

This is a new interlocal revenue agreement that is ongoing and provides on-site mental health services from Lake's Crossing to inmates at Washoe County Detention Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$508,700.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 178.415, Washoe County Detention Center has inmates in need of mental health services. Lakes Crossing Center has the trained staff necessary to evaluate/service court ordered clients

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

State employees are performing this work.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:

November 2013 to present - satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

November 2013 to present - satisfactory

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	08/07/2015 15:34:48 PM
Division Approval	alaw1	08/07/2015 15:34:51 PM
Department Approval	ecreceli	08/11/2015 08:32:41 AM
Contract Manager Approval	rmorse	08/21/2015 10:22:24 AM
Budget Analyst Approval	nhovden	08/25/2015 14:12:47 PM
BOE Agenda Approval	nhovden	08/25/2015 14:12:51 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

MARTA E. JENSEN
Acting Administrator

RICHARD WHITLEY, MS
Director



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) 684-5975 · Fax: (775) 684-4211

August 6, 2015

MEMORANDUM

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

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Elizabeth Neighbors, Ph.D., ABPP**
Director
Lake's Crossing Center

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – Washoe County (CETS #16995)

This memorandum requests that the Intrastate Interlocal Contract between Lake's Crossing Center and Washoe County District Court be approved for a retroactive start date effective July 1, 2015. This contract provides mental health professionals to perform mental health evaluations, including competency evaluations and risk assessments at the Washoe County Detention Center. The sharing of the costs of mental health examinations continues to create monetary efficiencies for both the State and the County. The contract was delayed due to extensive negotiations and required changes to the proposed contract.

The Agency will implement the following to prevent future retroactive requests:

- The future contract process will be started earlier to allow more time for negotiations
- Revisions will be made to the guidance for vendor procedures

This is a revenue generating contract that serves to benefit the agency and the county while providing essential mental health services to the residents of Washoe County.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17031**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: Nevada Department of Agriculture
Agency Code: 406	Contractor Name: Nevada Department of Agriculture
Appropriation Unit: 4543-15	Address: FUND
Is budget authority available?: Yes	405 S 21ST ST
If "No" please explain: Not Applicable	City/State/Zip: SPARKS, NV 89431-5557
	Contact/Phone: null775/353-3600
	Vendor No.: D55000040
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Dispensary Licensing Fees

Agency Reference #: C 15125

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 10/2015

Retroactive? **Yes**

If "Yes", please explain

The Medical Marijuana Program is a new statewide program that requires new legislation and oversight. The legislative session approved statutes that took time to implement forcing the delay of the contractual agreements that provide authorization for these types of services.

3. Termination Date: **07/01/2016**

Contract term: **1 year and 1 day**

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

Contract description: **Dispensary Inspect.**

5. Purpose of contract:

This is a new interlocal agreement to provide required quality assurance tests pursuant to NAC 453A.654 and NAC 453A.658, or random quality assurance compliance checks pursuant to NAC 453A.668 of medical marijuana establishments throughout the state. The Department of Agriculture shall conform to the requirements regarding adequate chain of custody pursuant to NAC 453A.662.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$12,500.00 per per quarter

Other basis for payment: Invoice for unforeseen services including \$500.00 for any additional samples and \$100.00 per hour plus expenses for expert witness fees.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada requires quality assurance tests pursuant to NAC 453A.654 and NAC 453A.658, or random quality assurance compliance checks pursuant to NAC 453A.668.

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

State employees will be conducting the services. The Division of Public and Behavioral Health does not possess the technical expertise to perform the required testing.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The Department of Agriculture is suited for testing of seeds in other areas of Horticulture.

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:

This state agency performs services for numerous agencies - 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	alaw1	09/01/2015 11:13:41 AM
Division Approval	alaw1	09/01/2015 11:13:43 AM
Department Approval	ecreceli	09/02/2015 09:48:46 AM
Contract Manager Approval	rmorse	09/03/2015 13:41:47 PM
Budget Analyst Approval	knielsen	09/14/2015 08:51:29 AM
BOE Agenda Approval	nhovden	09/14/2015 15:27:54 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

RICHARD WHITLEY, MS
Director



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) 684-4200 · Fax: (775) 684-4211

August 26, 2015

MEMORANDUM

TO: *Katrina Nielsen
Budget Analyst IV
Budget Division*

THROUGH: *Mark Winebarger
Administrative Services Officer IV
Division of Public and Behavioral Health*

FROM: *Chad Westom
Bureau Chief
PAIS*

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT – Department of Agriculture (CETS #17031)**

The Nevada Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), requests the Department of Agriculture perform quality assurance testing of Medical Marijuana establishments duly registered by the DPBH pursuant to NRS 453A.322, and obtain a samples defined in NAC 453A.061. The Department of Agriculture shall conform to the requirements regarding adequate chain of custody pursuant to NAC 453A.662.

The Medical Marijuana Program is a new statewide program that requires new legislation and oversight. The legislative session approved statutes that took time to implement forcing the delay of the contractual agreements that provide authorization for these types of services.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2015. If this request is not approved, DPBH will not be in compliance with state regulations.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17017

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, LAS VEGAS
Agency Code:	406	Contractor Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, LAS VEGAS
Appropriation Unit:	All Appropriations	Address:	UNLV OFFICE OF CONTROLLER 4505 MARYLAND PKWY MS 1005 LAS VEGAS, NV 89154-1005
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89154-1005
If "No" please explain:	Not Applicable	Contact/Phone:	null702/895-1142
		Vendor No.:	D35000813
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Multiple DHHS programs with multiple funding sources

Agency Reference #: C 15090, RFP 3106

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **2 years and 273 days**

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

Contract description: **Consulting & Educ.**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing conference planning, facilitation, community building, program evaluation, training, needs assessments, project management and data analysis, and report development services throughout the divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,600,000.00**

Other basis for payment: Invoices for services requested through work orders and in accordance with the cost schedule provided in the Contractor's Response.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides options to use various vendors that offer services ranging from marketing, conference planning, needs assessments and community building.

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

This Interlocal retains the services of another state agency because DHHS and its divisions do not have personnel or equipment 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):

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded as a result of this RFP. There is no pre-established indirect rate. The programs will negotiate the indirect rate per project, not to exceed 15%.

d. Last bid date: 12/01/2013 Anticipated re-bid date: 12/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This state agency provides services to multiple agencies - 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	alaw1	08/21/2015 09:38:28 AM
Division Approval	alaw1	08/21/2015 09:38:30 AM
Department Approval	ecreceli	08/24/2015 15:05:18 PM
Contract Manager Approval	rmorse	08/25/2015 10:23:35 AM
Budget Analyst Approval	knielsen	09/14/2015 09:27:55 AM
BOE Agenda Approval	nhovden	09/14/2015 15:32:06 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **17054**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO
Agency Code:	406	Contractor Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO
Appropriation Unit:	All Appropriations	Address:	UNR CONTROLLERS OFFICE 1664 N. Virginia St.
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	null775/784-1233
		Vendor No.:	D35000816
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Multiple programs with multiple funding sources

Agency Reference #: **RFP 3106/C 15089**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **2 years and 273 days**4. Type of contract: **Interlocal Agreement**Contract description: **Consulting & Educ.**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing conference planning, facilitation, community building, program evaluation, training, needs assessments, project management and data analysis, and report development services throughout the divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,650,000.00**

Other basis for payment: Invoices for services requested through work orders and in accordance with the cost schedule provided in the Contractor's Response.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides options to use various vendors that offer services ranging from marketing, conference planning, needs assessments and community building.

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

This Interlocal retains the services of another state agency because DHHS and its divisions do not have personnel or equipment 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?

Multiple contracts were awarded as a result of this RFP. Indirect rate is negotiated with each project, but will not be approved for more than 15%.

d. Last bid date: 12/01/2013 Anticipated re-bid date: 12/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This state agency provides services to multiple agencies - 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

[Empty text box]

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	09/04/2015 11:35:20 AM
Division Approval	alaw1	09/04/2015 11:35:22 AM
Department Approval	ecrecli	09/08/2015 13:40:41 PM
Contract Manager Approval	rmorse	09/08/2015 15:28:03 PM
Budget Analyst Approval	nhovden	09/09/2015 11:27:55 AM
BOE Agenda Approval	nhovden	09/09/2015 11:28:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17018**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Interstate Fire Sales and Service, INC.
Agency Code:	409	Contractor Name:	Interstate Fire Sales and Service, INC.
Appropriation Unit:	1383-50	Address:	State Fire DC Specialties 2370 East Idaho Street Elko, NV 89801
Is budget authority available?:	Yes	City/State/Zip:	Elko, NV 89801
If "No" please explain:	Not Applicable	Contact/Phone:	null775-777-8826
		Vendor No.:	PUR0005695
		NV Business ID:	NV20071104106

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Surveillance**

5. Purpose of contract:

This is a new contract to provide labor to install a closed circuit TV system at the Nevada Youth Training Center. The purchase of this system is required by the Prison Rape Elimination Act to ensure the safety of youth at this facility. The system will allow areas that are currently not being monitored to be monitored and allow for retention of those video tapes according to regulation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$81,750.00**

Other basis for payment: \$81,750.00 for Labor to install equipment, program and training

II. JUSTIFICATION

7. What conditions require that this work be done?

A required audit determined that NYTC was not in compliance with the PREA act. The installation of the closed circuit TV system will ensure standards are met.

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

There are no qualified State employees to install a large surveillance system. The vendor has experience installing these systems and the expertise to train State employees on it's use.

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 #: 150706

Approval Date: 07/24/2015

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

This vendor best meets the needs of the State.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, with the Division in FY 15 and service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	08/24/2015 11:51:37 AM
Division Approval	pcolegro	08/24/2015 11:51:40 AM
Department Approval	ecrecli	08/27/2015 15:02:22 PM
Contract Manager Approval	mcar2	08/28/2015 09:57:21 AM
Budget Analyst Approval	dreynol2	09/04/2015 08:47:51 AM
BOE Agenda Approval	nhovden	09/04/2015 12:03:42 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Director

Greg Smith
Administrator

Purchasing Use Only:	
Approval#:	150706

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>Division of Child and Family Services</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Priscilla Colegrove, ASOIV</i>	<i>775-684-7953</i>	<i>pcolegrove@dcfs.nv.gov</i>
	<i>Melissa Carr, MAII</i>	<i>775-684-4413</i>	<i>mkcarr@dcfs.nv.gov</i>

Vendor Information:		
1b	Identify Vendor:	<i>State Fire DC Specialties, LLC</i>
	Contact Name:	<i>Kenny Maynard</i>
	Address:	<i>5370 East Idaho Street, Elko, NV 89801</i>
	Telephone Number:	<i>775-777-8826</i>
	Email Address:	<i>kmaynard@statefire.com</i>

1c		Type of Waiver Requested – Check the appropriate type:	
Sole or Single Source:		<input checked="" type="checkbox"/>	
Professional Service Exemption:			

Contract Information:					
1d	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Amendment:	#			
	CETS:	#			

1e				Term:	
One (1) Time Purchase:		<i>Upon approval</i>			
Contract:	Start Date:	<i>07/01/2015 (or upon approval)</i>	End Date:	<i>6/30/2016</i>	

1f		Funding:	
State Appropriated:	<input checked="" type="checkbox"/>	Federal Funds:	<input type="checkbox"/>
Grant Funds:	<input type="checkbox"/>	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:	
	<i>\$25,000 equipment purchase in SFY15, \$80,990.54 equipment purchase in SFY16 to complete</i>	

purchase of entire system and \$81,750 labor for installation of all equipment purchased

2 Provide a description of work/services to be performed or commodity/good to be purchased:
This contract is to complete the purchase of equipment and the labor to install an entire CCTV system at the Nevada Youth Training Center. The purchase of this system is required by the Prison Rape Elimination Act (PREA) to ensure the safety of youth at this facility. This system will allow areas that are currently not being monitored to be monitored and allow for retention of those video tapes according to regulation.

3 What are the unique features/qualifications required for this service or good that are not available from any other vendor:
Part of the equipment has already been purchased from what was thought to be a contracted vendor. This vendor was therefore the vendor that has already done the work to determine the needs of the system. To bring another vendor into the process at this time could jeopardize the timely purchase and installation of the system.

4 Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
The equipment was partially purchased from what was thought to be a contracted vendor. This vendor is aware of the needs not only related to the equipment but the location needed to meet the PREA standards for placement of the equipment.

5 Were alternative services or commodities evaluated? Check One. Yes: No: **x**
 a. *If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*
 b. *If not, why were alternatives not evaluated?*
Vendor was thought to be under contract. This vendor is already familiar with the needs.

6 Has the agency purchased this service or commodity in the past? Check One. Note: *If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.* Yes: No: **x**
 a. *If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*

Term Start and End Dates	Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)
	\$		
	\$		
	\$		

			\$		
			\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>An audit was conducted on the facility and this equipment was identified as needed to meet the PREA requirements. On April 27, 2015 Governor Sandoval submitted a Letter of Assurance to the Department of Justice that Nevada would be in full compliance with PREA by March 2016. Not approving this waiver would cause the Division to have to find another vendor to do the installation and complete the equipment purchase which would delay meeting the PREA compliance requirements.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>Because this vendor was believed to be under contract it was assumed that the price was within those that were established in the contract.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Priscilla Colegrove
Agency Representative Initiating Request

Priscilla Colegrove ASOIV 7/21/15
Print Name of Agency Representative Initiating Request Date

Steve M. Br. Jr Deputy 7/21/15
Signature of Agency Head Authorizing Request Date

Steve M. Br. Jr 7/21/15
Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

NA
Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:
Aug Smith 7-24-15
Administrator, Purchasing Division or Designee Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16991**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	DOUGLAS COUNTY
Agency Code:	409	Contractor Name:	DOUGLAS COUNTY
Appropriation Unit:	3229-00	Address:	DOUGLAS CO SOCIAL SERVICES PO BOX 218
Is budget authority available?:	Yes	City/State/Zip:	MINDEN, NV 89423
If "No" please explain:	Not Applicable	Contact/Phone:	null775/782-9825
		Vendor No.:	T40174400G
		NV Business ID:	Government

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **Yes**

If "Yes", please explain

The intrastate interlocal agreement is retroactive due to the need for Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

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

Contract term: **2 years**

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

Contract description: **CPS Assesment**

5. Purpose of contract:

This is a new interlocal revenue agreement that is ongoing and provides an assessment for child protective services pursuant to NRS 432B.326.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$755,048.00**

Other basis for payment: \$380,322 for FY 16; \$374,726 for FY 17

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract pursuant to NRS 432B.236

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

This is a revenue generating contract pursuant to NRS 432B.236

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a revenue generating contract pursuant to NRS 432B.236

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

Douglas County Government

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, with DCFS and service 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:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	08/06/2015 13:45:50 PM
Division Approval	pcolegro	08/06/2015 13:45:53 PM
Department Approval	ecreceli	08/10/2015 11:53:37 AM
Contract Manager Approval	mcar2	08/11/2015 09:04:02 AM
Budget Analyst Approval	knielsen	08/19/2015 17:03:32 PM
BOE Agenda Approval	nhovden	08/20/2015 13:39:28 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

TO: Jim Wells, Director
Department of Administration

THROUGH: Danette Kluever, Acting Administrator *DK*
Division of Child and Family Services

FROM: Jill Marano, Deputy Administrator *JM*
Division of Child and Family Services

DATE: August 5, 2015

SUBJECT: Retroactive Contract – Douglas County

A retroactive effective date of July 1, 2015, is requested for the Contract between the Division of Child and Family Services (DCFS) and Douglas County in order to issue an assessment for child protective services to the County pursuant to NRS 432B.3262.

This intralocal contract is retroactive due to the need for Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (702) 486-0889.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17010**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
Agency Code:	409	Contractor Name:	UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
Appropriation Unit:	3281-14	Address:	DBA MEDSCHOOL ASSOCIATES NORTH 401 W 2ND ST STE 216
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89503
If "No" please explain:	Not Applicable	Contact/Phone:	null775/784-1223
		Vendor No.:	T80991321B
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **Yes**

If "Yes", please explain

The Division is requesting a retroactive start date due to ongoing negotiations with the School of Medicine to set new rates for psychiatric services. These services are to meet the immediate needs of treatment for the youth and to maintain continuity of services with the fellowship program.

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

Contract term: **2 years**

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

Contract description: **Psychiatric Services**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing on-call psychiatric services and supervision of the Psychiatric Fellowship Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$61,200.00**

Other basis for payment: \$150 per hour Supervision Costs; \$150 per day On-Call Services

II. JUSTIFICATION

7. What conditions require that this work be done?

The DCFS Medical Director provides critical psychiatric services to DCFS NNCAS clients and, as required by Medicaid, must have a backup provider or on-call and leave coverage as needed. Additionally, the fellowship program requires supervision for psychiatrists who are participating in the program.

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

The Division only has one Psychiatrist and when he is absent there must be on-call services for children in crisis. Additionally, the agency does not have the manpower to supervise the fellowship program while also providing services to children and adolescents.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

No Indirect Rate has been applied to this Interlocal Agreement

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

Vendor is Government Entity

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, with DCFS NNCAS in FY 15 and 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: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	08/19/2015 16:33:37 PM
Division Approval	pcolegro	08/19/2015 16:33:39 PM
Department Approval	ecreceli	08/20/2015 16:40:53 PM
Contract Manager Approval	mcar2	08/21/2015 11:04:47 AM
Budget Analyst Approval	dreynol2	09/08/2015 09:20:49 AM
BOE Agenda Approval	nhovden	09/09/2015 11:33:49 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

RICHARD WHITLEY
Director



AMBER L. HOWELL
Administrator

DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
480 Galletti Way, Bldg. 8N
Sparks, Nevada 89431
(775) 688-1636

MEMORANDUM

TO: James Welis, Director
Department of Administration

THROUGH: *DJK for* *Kirsten Colombe*
~~Amber Howell~~, Administrator
Division of Child and Family Services

FROM: Kelly Wooldridge, Deputy Administrator *kw*
Division of Child and Family Services

DATE: July 1st, 2015

SUBJECT: Retroactive Contract – University of Nevada School of Medicine

A retroactive effective date of July 1, 2015, is requested for the contract between the Division of Child and Family Services (DCFS), Northern Nevada Child and Adolescent Services and The UNR School of Medicine to maintain supervision of psychiatric fellowship program and all call psychiatric services to Northern Nevada Child and Adolescent Services.

Due to ongoing negotiations with the School of Medicine to set new rates for psychiatric services and the uncertainty of the amount of grant funds that would be available through the Children's Mental Health Block Grant to provide these services, the Division was unable to make June Board of Examiners for a July 1st, 2015 start date.

Services have been ongoing through SFY 2015 and continued beginning July 1st before the new contract was approved due to the immediate need for treatment services for these youth and to maintain continuity of services with the fellowship program. Therefore we are requesting retroactive approval of this Contract.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (775) 688-1636.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17062**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	STATE FIRE DC SPECIALTIES, LLC
Agency Code:	431	Contractor Name:	STATE FIRE DC SPECIALTIES, LLC
Appropriation Unit:	All Appropriations	Address:	5370 IDAHO ST
Is budget authority available?:	Yes	City/State/Zip	ELKO, NV 89801
If "No" please explain:	Not Applicable	Contact/Phone:	null775-777-8826
		Vendor No.:	PUR0005695
		NV Business ID:	20071104106

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/13/2019**

Contract term: **4 years and 13 days**

4. Type of contract: **Contract**

Contract description: **Fire Extinguish Svc.**

5. Purpose of contract:

This is a new contract to provide statewide fire extinguisher service, repair, inspections, and maintenance to the agency's fire extinguishers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$78,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Office of the Military has fire extinguishers statewide and this contract will enable the Nevada National Guard to provide timely emergency, competitive contractual services.

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 requisite skills and certifications to perform maintenance and repairs to our fire extinguishers.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen through the competitive bidding process.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: LLC

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)? Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vradford	09/08/2015 14:01:29 PM
Division Approval	ctyle1	09/08/2015 14:08:30 PM
Department Approval	ctyle1	09/08/2015 14:08:31 PM
Contract Manager Approval	vradford	09/08/2015 14:10:03 PM
Budget Analyst Approval	jrodrig9	09/09/2015 14:16:34 PM
BOE Agenda Approval	sbrown	09/10/2015 14:23:38 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: **16435** Amendment Number: **2**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Hospitality International, LLC**

Agency Code: **440** Contractor Name: **Hospitality International, LLC**

Appropriation Unit: **3711-23** Address: **590 E Sahara**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89104**

If "No" please explain: **Not Applicable** Contact/Phone: **Lonnie Wright, Manager 702/656-7764**

Vendor No.: **T29033205**

NV Business ID: **NV19981010978**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2015**

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2016**Contract term: **1 year and 54 days**4. Type of contract: **Contract**Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is the second amendment to the original contract, which provides job and occupational skills training for prep/line cook for incarcerated offenders located at Florence McClure Women's Correctional Center. This amendment increases the maximum amount from \$48,192 to \$295,176 due to an expansion of the training program to include Jean Conservation Camp, Casa Grande Transitional Housing and an increase of offender participants from 24 to 147.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$48,192.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$246,984.00
4. New maximum contract amount:	\$295,176.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Many female offenders releasing from NDOC custody have a difficult time accepting the challenge of not only finding employment but also maintaining employment once they have secured employment. The prep/line cook training class, being offered to female offenders scheduled to be released soon from NDOC custody, will help female offenders to obtain skills beneficiary in securing and maintaining employment.

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

Historically, NDOC has outsourced re-entry educational training program services to a vendor that can provide the tools to offenders to better equip them in their search for gainful employment. No other state agency performs this service.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 150302

Approval Date: 03/10/2015

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

Grant funds were received from Workforce Connections thru Department of Employment, Training and Rehabilitation (DETR) - Workforce Investment Act of 1998 (WIA) Adult and Dislocated Workers Program. The provider has been qualified through DETR's Workforce Connections and is on the Eligible Training Provider List (ETPL) pursuant to Reciprocal Agreement Between the States of Nevada and Arizona to Increase Customer Access to Training Offered by WIA Eligible Training Providers. This is the only provider on the ETPL that provides the training services in this contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	09/02/2015 12:01:25 PM
Division Approval	dmartine	09/02/2015 15:22:32 PM
Department Approval	drosenbe	09/02/2015 16:15:53 PM
Contract Manager Approval	jhardy	09/04/2015 12:55:59 PM
Budget Analyst Approval	cmurph3	09/09/2015 14:07:53 PM
BOE Agenda Approval	sbrown	09/16/2015 17:18:09 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Murrer Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Director

Lisa Sherych
Interim Administrator

Purchasing Use Only:	
Approval#:	150302 A

Amendment 1

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED -- INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	<i>Nevada Department of Corrections (NDOC)</i>	
	<i>Contact Name and Title</i>		<i>Phone Number</i>
	<i>Trinette Burton/Re-entry Program Officer II</i>		<i>702-668-7294</i>
<i>Janet Hardy, NDOC Contracts Manager</i>		<i>775-887-3333</i>	<i>Email Address</i>
			<i>tburton@doc.nv.gov</i>
			<i>jahardy@doc.nv.gov</i>

Vendor Information:	
Identify Vendor:	<i>Hospitality International, LLC</i>
Contact Name:	<i>Lonnie Wright</i>
Address:	<i>590 E Sahara, Las Vegas, NV 89104</i>
Telephone Number:	<i>(702) 656-7764</i>
Email Address:	<i>wright_lonnie@hotmail.com</i>

1c	Type of Waiver Requested -- Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	<input type="checkbox"/>

Contract Information:			
1d	Is this a new Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Amendment:	#2	
	CETS:	#16435	

1e	Term:				
	One (1) Time Purchase:	<input type="checkbox"/>			
	Contract: <input checked="" type="checkbox"/>	Start Date:	<i>Approval</i>	End Date:	<i>06/30/16</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	<i>Received from Workforce Connections (WFC) thru Department of Employment, Training and Rehabilitation (DETR) -- Workforce Investment Act of 1998 (WIA) Adult and Dislocated Workers Program</i>
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$246,984.00

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Job and occupational skills training for Prep/Line Cook for eligible adults and dislocated workers who qualify for Workforce Investment Act (WIA) Title I-B Individual Training Account's (ITA's).</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>This provider has been qualified through DETR's Workforce Connections (WFC) and is on the Eligible Training Provider List (ETPL) pursuant to Reciprocal Agreement Between the States of Nevada and Arizona to Increase Customer Access to Training Offered by WIA Eligible Training Providers. The NDOC has received sub-grant funds from WFC through WIA Audit and Dislocated Worker Program for the purpose of offender vocational training. The revenue contract between WFC and NDOC mandates that we use a provider from the ETPL if the training we are looking for is available. NDOC has verified with WFC that no other provider on the ETPL offers this training.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>The grant funds awarded NDOC mandates that we use a provider from WFC ETPL when a provider is available for the training we have selected for offenders to participate for the purpose of training eligible adults and dislocated workers who qualify for WIA Title I-B Individual Training. Attached is the Reciprocal Agreement Between the States of Nevada and Arizona to Increase Customer Access to Training Offered by WIA Eligible Training Providers. This provider is the only provider on the ETPL that offers prep/line cook training and is approved to contract with NDOC for this offender training.</i>

5	Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>
	b. <i>If not, why were alternatives not evaluated?</i>
	<i>It is mandatory the grant funds WFC awarded NDOC through contract #16107 be used to contract with a provider from the ETPL. WFC verified that Hospitality International, LLC is the only provider on the ETPL that provides this training.</i>

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>							
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<table border="1"> <thead> <tr> <th>Term Start and End Dates</th> <th>Value</th> <th>Short Description</th> <th>Type of Procurement (RFP, RFQ, Waiver)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Term Start and End Dates	Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)			
Term Start and End Dates	Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)					

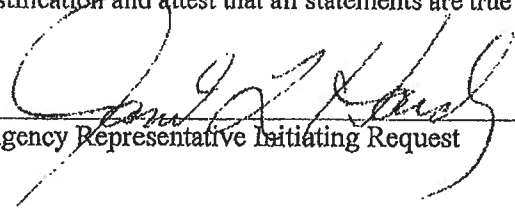
	05/08/15	09/30/15	\$48,192.00	Occupational skills training for prep/line Cook	Waiver #150302
	09/02/15	06/30/16	\$0.00	Extend contract to 06/30/16	Waiver #150302
			\$		
			\$		
			\$		

	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
7	<i>NDOC was unable to fully expend all grant funds awarded for vocational training by the original termination date of September 30, 2015. NDOC received an extension through June 30, 2016 to spend the funding for this program. This will allow more offenders to participate and benefit from a culinary training program. The program provides a much needed skill training to offenders releasing within 6 months, placing more Nevadans back into the work force.</i>

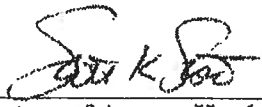
	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
8	<i>Workforce Connections verified to NDOC that no other provider on the ETPL offers this training.</i>

	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	X
9	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<i>Note: If more grant funding becomes available in the future, NDOC may seek services from this vendor.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


Agency Representative Initiating Request 9/4/15

Janet L. Hardy, NDOC Contracts Manager 09/04/15
Print Name of Agency Representative Initiating Request Date


Signature of Agency Head Authorizing Request 9/4/2015

Scott K. Sisco, Deputy Director Support Services 09/04/15
Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

N/A

Name of agency or entity who provided information or review:

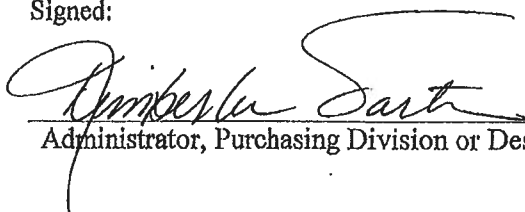
Representative Providing Review

Print Name of Representative Providing Review Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:


Administrator, Purchasing Division or Designee 9/4/15
Date

Reciprocal Agreement Between the States of Nevada and Arizona to Increase Customer Access to Training Offered by WIA Eligible Training Providers

The State of Nevada and Arizona enter into this reciprocal agreement to broaden the choice of training options and training localities available to eligible adults and dislocated workers who qualify for Workforce Investment Act (WIA) Title I-B Individual Training Account's (ITA's).

WIA Section 122(e)(5) encourages states to enter into reciprocal agreements to permit eligible providers of training services in a state to accept ITA's provided in another state.

Agreement

Nevada and Arizona each agree to maintain a publicly accessible statewide WIA Eligible Training Providers List (ETPL).

To increase customer choice, the State of Nevada agrees to permit qualifying Nevada residents to use their ITA's to enroll in a program of training identified on the State of Arizona's ETPL. Final approval for using a Nevada funded ITA at an Arizona school rests with Nevada's One-Stop operators. In arranging out-of-state ITA vouchers, the Nevada One-Stop Career Centers must follow the requirements of WIA Section 134(d)(4), Nevada WIA policies, and local area Workforce Investment Board ITA policies. The area policies may affect the terms of an individual training plan and individual financial feasibility plan, and may be more restrictive concerning out-of-state ITA's.

To increase customer choice, Arizona similarly agrees to permit qualifying Arizona residents to use ITA's to enroll in a program of training identified on the State of Nevada's ETPL. Final approval for using an Arizona funded ITA at a Nevada school rests with Arizona's WIA program operators. In arranging out-of-state ITA vouchers, the Arizona WIA program operators must follow the requirements of WIA Section 134(d)(4), Arizona WIA policies, and Local Workforce Investment Board ITA policies. The local Policies may affect the terms of an individual training plan and individual financial feasibility plan, and may be more restrictive concerning out-of-state ITA's.

The reciprocal agreement between the States of Nevada and Arizona shall be in effect from the date the signatory process is complete and until modified or rescinded.

This agreement may be rescinded when (1) either party provides 30-day written notification to the other of its intent to rescind the agreement, or (2) both parties agree in writing to rescind the agreement by a mutually agreed upon date.

Based on Arizona's waiver from the Department of Labor regarding subsequent eligibility requirements for the state, vendors based in the state of Arizona will be exempt from participating in Nevada's subsequent eligibility process.

Any grievances that arise regarding client training services will be addressed and followed up by representatives from the Local Workforce Investment Area of the client's residency.

Birgit K. Baker 12/21/04
Birgit K. Baker Date
Director
Nevada Department of Employment,
Training and Rehabilitation

Pat Grogan 1/26/05
Pat Grogan Date
Plan & Program Development Manager
Arizona Department of Economic Security
Education Administration/WIA

Janet Hardy - RE: Eligible Training Provider List

From: Jeannie Kuennen <jkuennen@nvworkforceconnections.org>
To: Janet Hardy <jahardy@doc.nv.gov>
Date: 3/4/2015 12:58 PM
Subject: RE: Eligible Training Provider List

These are the only training providers in these categories as of today's date.


Jeannie Kuennen

Sr. Program Manager - ADW

*6330 West Charleston Boulevard, Suite #150
Las Vegas, Nevada 89146
Phone (702) 636-2323 Fax (702) 638-8774*

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 Please consider the environment before printing this e-mail

From: Janet Hardy [mailto:jahardy@doc.nv.gov]
Sent: Tuesday, March 03, 2015 3:59 PM
To: Jeannie Kuennen
Subject: Re: Eligible Training Provider List

Hi Jeannie,

I only see one vendor on your list for the following:

Hospitality International Training - Prep/Line Cook

Moving Forward Learning Centers dba Fastrax - Customer Service Skills

CSN - Facilities Maintenance and Operations

Are there more vendors for these classes or are these the only vendors available for the classes we want?

Janet Hardy

>>> Jeannie Kuennen <jkuennen@nvworkforceconnections.org> 3/2/2015 12:51 PM >>>
Hi Janet,

Below is a link to our ETPL.

http://nvworkforceconnections.org/?page_id=8352


Jeannie Kuennen

Sr. Program Manager - ADW

6330 West Charleston Boulevard, Suite #150
Las Vegas, Nevada 89146
Phone (702) 636-2323 Fax (702) 638-8774

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WWW.NVWORKFORCECONNECTIONS.ORG

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CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17021**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Wash Multifamily Laundry Systems, LLC
Agency Code: 440	Contractor Name: Wash Multifamily Laundry Systems, LLC
Appropriation Unit: 3760-04	Address: 100 No Sepulveda Blvd. 12th Floor
Is budget authority available?: Yes	City/State/Zip: EI Segundo, CA 90245
If "No" please explain: Not Applicable	Contact/Phone: David Kent, Assistant Secretary 714/273-8023
	Vendor No.:
	NV Business ID: NV20071228221
To what State Fiscal Year(s) will the contract be charged?	2016-2021

What is the source of funds that 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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**
 Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/12/2020**

Contract term: **5 years and 1 day**

4. Type of contract: **Other (include description): Equipment Lease**

Contract description: **Equipment Lease**

5. Purpose of contract:

This is a new agreement for the lease of equipment to provide commercial washers and dryers and related services, including installation and maintenance, at Casa Grande Transitional Housing.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$68,250.00**

Payment for services will be made at the rate of \$1,137.50 per Monthly

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and offenders

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

The Department does not have the equipment to provide this service. No other State agency offers this service.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 201601 the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/27/2015 Anticipated re-bid date: 05/27/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	08/28/2015 08:09:57 AM
Division Approval	dmartine	08/28/2015 08:39:34 AM
Department Approval	drosenbe	08/28/2015 09:36:57 AM
Contract Manager Approval	jhardy	09/08/2015 08:52:17 AM
Budget Analyst Approval	cmurph3	09/09/2015 14:05:28 PM
BOE Agenda Approval	sbrown	09/10/2015 16:26:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17049**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: NEVADA RURAL HOUSING AUTHORITY
Agency Code: 709	Contractor Name: NEVADA RURAL HOUSING AUTHORITY
Appropriation Unit: 3185-04	Address: 3695 DESATOYA DR
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Roy Smith 775/887-1795
	Vendor No.: T80989222
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Supplemental Environmental Projects Funds

Agency Reference #: 16-005

2. Contract start date:

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

Anticipated BOE meeting date 09/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 303 days**

4. Type of contract: **Contract**

Contract description: **Low Income Woodstove**

5. Purpose of contract:

This is a new interlocal agreement to provide for the removal and replacement of non EPA-compliant wood stoves in Carson City and Douglas County for low income families. Removal and replacement of old wood burning stoves with EPA approved wood burning stoves will be more cost efficient for the homeowner and eliminate unnecessary emissions of fine particles and result in air quality benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$69,000.00**

Other basis for payment: Payments based on the number of stoves replaced and labor hours. NRHA will invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The US Environmental Protection Agency (EPA) has proposed stricter National Ambient Air Quality Standards (NAAQS) for PM2.5, prompting the need for reduced emissions from woodstoves in the Carson City and Douglas County areas.

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

Nevada Rural Housing, through its existing Weatherization Assistance Program, has already established the framework for the project.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:

Health and Human Services, Division of Welfare & Supportive Services July 2010 - June 2014. Service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Nevada Rural Housing Authority is a quasi-governmental agency.**

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?

No b. If "NO", please explain.

Nevada Rural Housing is exempt from having a State Business License and is therefore not registered with the Secretary of State's Office.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	09/03/2015 11:38:19 AM
Division Approval	jkinde1	09/03/2015 12:18:56 PM
Department Approval	jkinde1	09/03/2015 12:19:01 PM
Contract Manager Approval	cnewto1	09/03/2015 12:28:29 PM
Budget Analyst Approval	sbarkdul	09/09/2015 08:57:35 AM
BOE Agenda Approval	nhovden	09/14/2015 08:59:02 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: **17020**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: BROADBENT and ASSOCIATES, INC.
Agency Code: 709	Contractor Name: BROADBENT and ASSOCIATES, INC.
Appropriation Unit: 3186-78	Address: 5450 LOUIE LN # 101
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-1832
If "No" please explain: Not Applicable	Contact/Phone: Douglas Guerrant 775/322-7969
	Vendor No.: T80989610B
	NV Business ID: NV19891031637

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	X	Fees	46.00 %	Water Permit Fees
X Federal Funds	54.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **RFP 3197**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**
 Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Nevada Circuit Rider**

5. Purpose of contract:

This is a new contract to provide on-site technical assistance and training to Nevada wastewater treatment plant operators and managers under the Nevada Circuit Rider Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$184,000.00**

Other basis for payment: **monthly based on work performed**

II. JUSTIFICATION

7. What conditions require that this work be done?

This project will provide on-site technical assistance and training to Nevada wastewater treatment plant operators and managers by an experienced certified wastewater operator with at least a Nevada Grade III certification.

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 services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3197, 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: 06/03/2015 Anticipated re-bid date: 06/03/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Broadbent contracted with the Nevada Division of Environmental Protection from May 2013 through June 2015. The level of service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	08/21/2015 15:03:59 PM
Division Approval	tbouas	09/08/2015 09:25:10 AM
Department Approval	tbouas	09/08/2015 09:25:13 AM
Contract Manager Approval	tbouas	09/08/2015 09:25:17 AM
Budget Analyst Approval	sbarkdul	09/11/2015 07:43:57 AM
BOE Agenda Approval	nhovden	09/14/2015 08:45:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17019**

Agency Name:	DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name:	RESOURCE CONCEPTS, INC.
Agency Code:	709	Contractor Name:	RESOURCE CONCEPTS, INC.
Appropriation Unit:	3186-06	Address:	340 N MINNESOTA ST
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89703-4152
If "No" please explain:	Not Applicable	Contact/Phone:	MARVIN TEBEAU 775/883-1600
		Vendor No.:	T12785100
		NV Business ID:	NV19781005208

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP 3197**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Stormwater Quality**

5. Purpose of contract:

This is a new contract to provide on-site technical assistance and training to manage water quality from stormwater discharges from construction and industrial sites in Nevada's communities and municipal separate storm sewer systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **monthly based on work performed**

II. JUSTIFICATION

7. What conditions require that this work be done?

Technical assistance and training are required to manage water quality from stormwater discharges from construction and industrial sites and municipal separate storm sewer systems (MS4s) in Nevada.

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 services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3197, 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: 06/03/2015 Anticipated re-bid date: 06/03/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Division of Environmental Protection contracted with RCI from 5/14/2013 through 6/30/2015. The service provided was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	08/21/2015 15:03:07 PM
Division Approval	tbouas	09/08/2015 09:24:44 AM
Department Approval	tbouas	09/08/2015 09:24:51 AM
Contract Manager Approval	tbouas	09/08/2015 09:24:55 AM
Budget Analyst Approval	sbarkdul	09/11/2015 06:51:06 AM
BOE Agenda Approval	nhovden	09/14/2015 08:52:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16973**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: ACT, INC.
Agency Code: 902	Contractor Name: ACT, INC.
Appropriation Unit: 4770-12	Address: 500 ACT DR
Is budget authority available?: Yes	City/State/Zip: IOWA CITY, IA 52243
If "No" please explain: Not Applicable	Contact/Phone: null319/337-1000
	Vendor No.: T27017039
	NV Business ID: NV20071357380

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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	10.60 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	39.40 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	50.00 % CAREER ENHANCEMENT PROGRAM FUNDING

Agency Reference #: **FY16-CEP-ACT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date **09/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Assessment Testing**

5. Purpose of contract:

This is a new contract to provide licensure to the American College Testing (ACT) assessment program that provides an internet-based career training system that prepares users to work toward obtaining ACT National Career Ready Certification. Twenty-three sites will provide Career Ready 101 online training. Fourteen sites will provide WorkKeys internet based assessments for applied math, reading and locating information.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$165,000.00**

Other basis for payment: The State will process payment when approved request for funds form is received at the commencement of the contract and approved by the Department with the total Contract not to exceed \$165,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's vision is to provide a vibrant, innovative and sustainable economy through workforce development.

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

The Department does not employ persons who are qualified to provide the assessments, research and program management solutions in areas of education and workforce development.

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 #: 150708

Approval Date: 07/31/2015

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:

Act, Inc. has been contracted with the department since 2012 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:

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	jbende2	09/04/2015 09:45:17 AM
Division Approval	rolso1	09/08/2015 10:08:11 AM
Department Approval	mcost1	09/08/2015 11:46:29 AM
Contract Manager Approval	kwynands	09/08/2015 12:25:13 PM
Budget Analyst Approval	tgreenam	09/14/2015 11:59:46 AM
BOE Agenda Approval	sbrown	09/16/2015 17:29:06 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Mussor Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Interim Director

Greg Smith
Administrator

Purchasing Use Only:	
Approval#: 150708	

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: DETR-ESD-WISS		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Grant Nielson	775 684-0304	ghnielson@nvdetr.org
	Kathleen Wynands	775 684-3883	kewynands@nvdetr.org

1b	Vendor Information:	
	Identify Vendor:	ACT-Workforce Development Division
	Contact Name:	Sharon Rude, Specialist 11
	Address:	500 ACT Drive Iowa City IA 52243
	Telephone Number:	
Email Address:		

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No
	Amendment:			
	CETS:			

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	10/01/2015	End Date: 09/30/2016

1f	Funding:	
	State Appropriated:	Career Enhancement Program
	Federal Funds:	
	Grant Funds:	
Other (Explain):		

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$165,000

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>DETR's ten Job Connect offices and local Community Colleges have been using the ACT WorkKeys foundational skills assessments for the past three years. They report that it is an excellent tool to measure a range of essential work skills to determine if the job seeker is job ready. The math assessment testing will indicate if the one can perform basic mathematic operations relevant to the workplace. For example can the job seeker set up and solve complex work-related math problems. Or understand the information presented in common workplace graphics and apply information derived from graphics to work-related problems. The reading assessment shows if the job seeker understands documents commonly found in the workplace. Reading assessment can indicate if the job seeker can determine the relevance of written information to work-related tasks. ACT- National Career Readiness Certificates (NCRC) is awarded at four levels depending on the scores achieved on the component assessment. For the job seeker this is a valuable work skill credential with the potential to improve career outcomes. Employment Service staff members provide additional assistance and services to individuals until they are able to pass at a certain level.</p> <p>Employers benefit from ACT NCRC in that the certificate is a trusted indicator that, in combination with other selection tools, can improve hiring, training, or promotion decisions.</p> <p>For DETR's workforce developers this has been a worthwhile tool that helps adults and displaced workers re-enter the job market. For Nevada's big picture, economic developers are stressing that to attract business and industry to Nevada evidence of a skill workforce is essential. Nevada industry associations benefit with a foundation of industry and occupation specific stackable credentials.</p> <p>The indicator is that this program is working and DETR's Job Connect offices are referring a greater number of job seekers to job openings resulting in hiring. Over six hundred National Career Readiness Certificates have been issued in the past two years.</p>
---	---

3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p>ACT program offers an option to participate in credentialing program National Career Readiness Certificate program. ACT creates a database that includes assessment information on the examinees and identifies those that have earned a certificate under ACT guidelines. Certificates are printed and provided to the customers. ACT products are trademarked. ACT is known for the ACT college readiness assessment for college admission taken by high school graduates. Over the years they have expanded to post- secondary and career certifications.</p>
---	---

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p>ACT, Inc. is the sole source provider for WorkKeys and KeyTrain/CR101. If a sole source letter from ACT is needed, they will provide. No other vendor provides this service.</p> <p>DETR, since 2012 in conjunction with the Nevada System of Higher Education (NSHE) and Nevada's local workforce investment boards (LWIBs) have been providing the ACT Assessment program to Nevada's unemployed workers and students. It has been cost effective for the participating colleges like CSN, GBC, TMCC and WNC to be part of one contract instead of each having separate contracts. All of our partners as well as Nevada employer groups acknowledge</p>
---	---

that ACT is the only nationally recognized and viable tool that will carry value for its recipients. Currently in Nevada, the Manufacturer's Association, in conjunction with NSHE and the northern LWIB, is using this tool to assess skills for the Right Skills Now program and it is successful. Other products are focused on assessing academic success and not employment needs. Higher education across the country use ACT products primarily for assessment and training programs. ACT products are trademarked. ACT is known for the ACT college readiness assessment for college admission taken by high school graduates. Over the years they have expanded to post-secondary and career certifications. More than 2.8 million ACT NCRCs have been issued nationwide since the credential was introduced in 2006.

Were alternative services or commodities evaluated? Check One.		Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
5	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.				
5	b. If not, why were alternatives not evaluated?				
	No other alternative, WorkKeys certificates are trademarked and recognized by employers nationwide. The certificate ensures that the employee hired is job ready for that industry. The states of Alaska, Illinois, Michigan, North Dakota, and Wyoming are in contract with ACT, Inc. For more details and to view feedback from these States go to: http://www.act.org/workkeys/educators/statewide/html .				

Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
6	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:						
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP, RFQ, Waiver)	
	12/5/12	9/30/15	\$330,000	Contract to license the American		Waiver	
			\$	College Testing (ACT) assessment			
			\$	Program for use in ACT program			
		\$	in the State of Nevada				

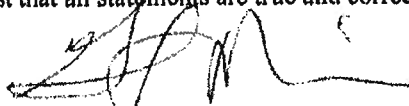
7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
	There are other providers that provide workforce assessment testing such as Criteria Corp, About Careers and Profiles International to name a few. In researching their products on the internet none have a national recognized credential certificates. None have program like ACT Career Ready 101 that provides an internet-based career training system that prepares users to work toward obtaining ACT NCRC credential. The state would not invest money in other products, which would result in the inability to properly assess individuals, or provide on-going	

support through on line courses that ensure a successful career pathway. There is a shortage of skilled workers in Nevada. This tool identifies job ready job seekers that show potential to be trainable in workforce. Employers are more apt to hire a person that has a national recognized career ready certification then a job seeker with or without a high school diploma. This is a win win situation for the employer and the employee.

8 What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
 Act, Inc. is the sole source provider for WorkKeys and Key Train/CR101. This is a trademark product.

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
The ACT testing is contingent upon funding and therefore DETR would like to have the option to extend annually thereafter dependent upon funding.					

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.



Agency Representative Initiating Request

Grant Nielson, Chief WISS
Print Name of Agency Representative Initiating Request

7/13/15
Date



Signature of Agency Head Authorizing Request

Mark Costa
Print Name of Agency Head Authorizing Request

7/23/2015
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2) (a) (b) (c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

7/31/15
Date

BRIAN SANDOVAL
GOVERNOR



DON SODERBERG
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: August 31, 2015

TO: James R. Wells, Clerk
Board of Examiners

FROM: Don Soderberg, Director, *for*
Department of Employment, Training and Rehabilitation
Mark Costa, Aso IV

SUBJECT: RETROACTIVE CONTRACT
FY16-CEP-ACT, Act, Inc.

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Act, Inc. retroactive to **October 1, 2015**.

DETR's ten Job Connect offices and local Community Colleges have been using the ACT WorkKeys foundational skills assessments for the past three years. They report that it is an excellent tool to measure a range of essential work skills to determine if the job seeker is job ready. ACT- National Career Readiness Certificates (NCRC) is awarded at four levels depending on the scores achieved on the component assessment. For the job seeker this is a valuable work skill credential with the potential to improve career outcomes. Employers benefit from ACT NCRC in that the certificate is a trusted indicator that, in combination with other selection tools, can improve hiring, training, or promotion decisions.

Due to statement of work negotiations and requested contract language modifications by the vendor the processing of the contract has been slower than originally anticipated. Future contract negotiations with this vendor should proceed more quickly now that these understandings have been reached.

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: **13950** Amendment Number: **5**
 Agency Name: **SILVER STATE HEALTH INSURANCE EXCHANGE** Legal Entity Name: **KPS 3, INC.**
 Agency Code: **960** Contractor Name: **KPS 3, INC.**
 Appropriation Unit: **1400-04** Address: **50 W LIBERTY ST STE 640**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89501-1946**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/686-7439**
 Vendor No.: **PUR0004720**
 NV Business ID: **NV19941094961**

To what State Fiscal Year(s) will the contract be charged? **2013-2018**

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

General Funds	0.00 %	X	Fees	100.00 % Per Member Per Month Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**
 Anticipated BOE meeting date **10/2015**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2016**
 Contract term: **5 years and 82 days**

4. Type of contract: **Contract**
 Contract description: **KPS3 Inc.**

5. Purpose of contract:
This is the fifth amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment extends the termination date from March 31, 2016 to March 31, 2018 and increases the maximum amount from 11,070,976 to 11,150,976 for the continuation of website hosting, ongoing content/forms management, translation services, and special projects through a work order process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$6,000,000.00
2. Total amount of any previous contract amendments:	\$5,070,976.00
3. Amount of current contract amendment:	\$80,000.00
4. New maximum contract amount:	\$11,150,976.00
and/or the termination date of the original contract has changed to:	03/31/2018

II. JUSTIFICATION

7. What conditions require that this work be done?
Marketing and outreach is a key component to the success of the Exchange. A vast amount of research and planning is required to ensure that the marketing and outreach is completed to the appropriate target audience emphasizing the most relevant content. There are tight deadlines for each phase of this project to ensure that the expected outcome is reached.

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

The scope of this project has a strict deadline and is too large and time consuming for the work load of state employees to handle.

- 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 received the highest score from the evaluation team.

d. Last bid date: 11/01/2012 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:
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	ceaton	08/27/2015 12:42:51 PM
Division Approval	ceaton	08/27/2015 12:42:54 PM
Department Approval	ceaton	08/27/2015 12:42:57 PM
Contract Manager Approval	ceaton	08/27/2015 12:43:00 PM
Budget Analyst Approval	sbrown	09/21/2015 16:16:28 PM
BOE Agenda Approval	sbrown	09/21/2015 16:16:35 PM



Purchasing Use Only:	
Approval #:	109

CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:			
	State Agency:	Silver State Health Insurance Exchange		
	Contact Name(s) and Titles:	Athena Cox, Accounts Manager		
	Telephone Number(s):	775-687-9928		
	Email Address(s):	acox@exchange.nv.gov		

2	Contractor Information:			
	Contractor:	KPS3, Inc.		
	Contact Name:	Stephanie Kruse		
	Address:	50 W Liberty St STE 640		
	Phone Number:	775-686-7411		
Email Address:	Stephanie@kps3.com			

3	Ongoing relationship disclosure – List all previous contract information:			
	Procurement method:	RFP #3006		
	CETS #:	13950		
	Contract “not to exceed amount”:	\$11,070,976		
	Contract term:	Start date:		End date:
		01/08/2013		03/31/2016

4	Procurement method used to award the current contract:			
	RFP, solicitation # if applicable:	RFP #3006		
	Quote, solicitation # if applicable:	NA		
	Waiver, provide number:	NA		
Other:	NA			

5	Current contract information:			
	CETS #:	13950		
	Initial contract “not to exceed amount”:	\$6,000,000		
	Contract term:	Start date:		End date:
		01/08/2013		03/31/2014


Amendment information – List all previously approved amendments:			
Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
6	1 This is the first amendment to the original contract to provide marketing and outreach education about the Exchange to the State of Nevada. This amendment adds language to the scope of work and increases the maximum amount from \$6,000,000 to \$7,350,000 due to additional marketing and outreach demand affecting Nevada's underinsured and uninsured populations.	<i>Amendment- \$1,350,000 Not to Exceed- \$7,350,000</i>	NA
	2 This is the second amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment exercises the option for a one-year extension and extends the termination date from March 31, 2014 to March 31, 2015 to continue marketing and outreach efforts through the next open enrollment period ending December 2014. Existing awarded funding will be utilized.	\$0	03/31/2015
	3 This is the third amendment to the original contract to provide marketing and outreach education about the Exchange to the State of Nevada. This amendment increases the maximum amount of the contract from \$7,350,000 to \$11,033,976 funded through a Level Two Establishment Grant.	<i>Amendment- \$3,683,976 Not to Exceed- \$11,033,976</i>	NA
	4 This is the fourth amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment extends the termination date from March 31, 2015 to March 31, 2016 and increases the maximum amount from 11,033,976 to 11,070,976 funded through per member per month fees for continuation of website hosting and ongoing content/forms management.	<i>Amendment - \$37,000 Not to Exceed - \$11,070,976</i>	03/31/2016

Proposed amendment information:			
Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in "not to exceed" amount:	Change in end date: mm/dd/yy
7	5 This is the fifth amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment extends the termination date from March 31, 2016 to March 31, 2018 and increases the maximum amount from 11,070,976 to 11,150,976 funded through the per member per month fees for the continuation of website hosting, ongoing content / forms management, translation services, and special projects through a work order process. The marketing and outreach education portion of this contract has concluded.	<i>Amendment - \$80,000 Not to Exceed- \$11,150,976</i>	03 31 2018

8	What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338):
	The Exchange developed the initial contract with KPS3 to perform marketing and outreach. As part of those efforts, KPS3 developed a brand name (Nevada Health Link), tag line, and created (and hosted) an informational website. That informational website has been hosted ever since and has been upgraded per CMS requirements in November last year. The hosting process, complete with the architecture and security controls surrounding that page, were submitted and accepted by CMS and became part of Nevada's blueprint and operational plans that ensure Nevada remains certified as a State Based Marketplace. If you believe that an RFP is required still, then the Exchange will present a Sole Source Justification because in all fairness, we don't have the resources to redo all of the approved CMS plans that specifically call out KPS3 and their web site hosting. Any transition to a new vendor would cost money that the Exchange would have to build into the fees that are passed onto enrollees thus increasing the costs for health care in Nevada.

9	What are the potential consequences to the State if the contract extension request is denied?
	If this contract amendment is not approved, the Exchange will not be able to update the webpage as necessary or keep up with updates needed to keep our business running smoothly. If our website is not updated correctly, then the Exchange's consumers will not be able to access health insurance as advertised and the Exchange will lose business and be unsustainable.

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.



Signature of Agency Representative Initiating Request

Athena Cox

Print Name of Agency Representative Initiating Request

9/21/15

Date


Signature of Agency Head Authorizing Request

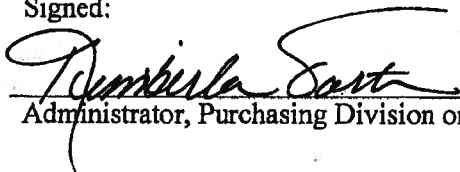
Bruce Gilbert
Print Name of Agency Head Authorizing Request

9/21/15
Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:


Administrator, Purchasing Division or Designee

9/21/15
Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **17071**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Allison Mackenzie Pavlakis Wright & Fagan Ltd.
Agency Code:	BDC	Contractor Name:	Allison Mackenzie Pavlakis Wright & Fagan Ltd.
Appropriation Unit:	B001 - All Categories	Address:	402 N Division Street
Is budget authority available?:	Yes	City/State/Zip:	Carson City, NV 89703
If "No" please explain:	Not Applicable	Contact/Phone:	Karen Peterson 775-687-0202
		Vendor No.:	T27028870
		NV Business ID:	NV19781001597

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % License Application, Examination and Renewal Fees

Agency Reference #: Nevada State Board of Accountancy

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 10/2015

Retroactive? **Yes**

If "Yes", please explain

Delays occurred in getting the required re-certification course for Contract Manager to enter information into CETS. In addition administrative coordination in obtaining the required signatures, deputy attorney general review and signature and updated documentation was not completed prior to the expiration of the contract.

3. Termination Date: **12/31/2018**Contract term: **3 years and 184 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract for continued legal services required by the Board, including representation in law suits, disciplinary actions, administrative hearings, legislative assistance and in providing specific legal advice.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$282,500.00**

Payment for services will be made at the rate of \$275.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Necessary engagement of Independent Contractor for purpose of accomplishing work of the Board under authority of NRS 284.173. In addition NRS 628.090 authorizes the hiring of independent legal counsel.

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

No legal expertise within the agency. Legal services to be provided regarding a specific knowledge of area and a need for continuity of services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The firm has provided the Board's legal services for over 35 years and possesses the necessary expertise resulting in a continuing of services and reduction of cost.

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 State Board of Accountancy 1978 to Present

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	vwind1	09/11/2015 11:57:36 AM
Division Approval	vwind1	09/11/2015 11:57:42 AM
Department Approval	vwind1	09/11/2015 11:57:49 AM
Contract Manager Approval	vwind1	09/11/2015 11:57:54 AM
Budget Analyst Approval	sbrown	09/17/2015 14:00:28 PM
BOE Agenda Approval	sbrown	09/17/2015 14:00:31 PM
BOE Final Approval	Pending	



NEVADA STATE BOARD OF ACCOUNTANCY
1325 AIRMOTIVE WAY, SUITE 220, RENO, NEVADA, 89502 • 775-786-0231 FAX 775-786-0234
WEBSITE: WWW.NVACCOUNTANCY.COM • E-MAIL: CMA@NVACCOUNTANCY.COM

MEMORANDUM

Date: September 11, 2015
To: Board of Examiners
From: Viki Windfeldt/Executive Director,
Re: Retroactive Independent Contract

A handwritten signature in blue ink, appearing to read "Viki Windfeldt".

The purpose of this memo is to request a retroactive effective date of July 1, 2015 for the contract for legal services between Allison Mackenzie Pavlakis Wright Fagan Ltd. and the Nevada State Board of Accountancy.

I am the Certified Contract Manager and Agency Head for the Board of Accountancy. Delays occurred based on my completing the course that was required for my re-certification as a contract manager in order to input contracts as required by the State of Nevada. Additional delays occurred as we originally thought we could amend the contract versus a new contract. Based on the administrative coordination in order to obtain the required signatures, Deputy Attorney General review and signature, updated insurance documentation and the certification, the Board was unable to submit the required documentation prior to the expiration date of the contract.

The Board appreciates your consideration of the above request. Please do not hesitate to contact me if you need further clarification or information with the above 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: 15377	Amendment Number: 1
Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: The Ferraro Group
Agency Code: BDC	Contractor Name: The Ferraro Group
Appropriation Unit: B011 - All Categories	Address: 165 W. Liberty Street Ste 210
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: null775-331-4555
	Vendor No.:
	NV Business ID: NV20041598724

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %	X	Fees	100.00 %
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2014**

Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2016**

Contract term: **2 years and 153 days**

4. Type of contract: **Contract**

Contract description: **Legal**

5. Purpose of contract:

This is the first amendment to the original contract to provide assistance to the Board with various matters, including legislative issues and represent the agency at various legislative and regulatory meetings and hearings; provide media training; coordinate community outreach partnerships to disseminate information concerning unlicensed contractors and other topics to assist vulnerable groups such as the senior population and non-English speaking homeowners.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$120,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$109,000.00
4. New maximum contract amount:	\$229,000.00
and/or the termination date of the original contract has changed to:	09/30/2016

II. JUSTIFICATION

7. What conditions require that this work be done?
To ensure the Board's interests are adequately represented and addressed in a consistent manner.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Board staff does not possess the required legal, regulatory and legislative experience required to perform the services.

Date: _____

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17128**

Agency Name:	TREASURER - TREASURER'S OFFICE	Legal Entity Name:	Neal Weisman, DBA, Interactive Ideas
Agency Code:	050	Contractor Name:	Neal Weisman, DBA, Interactive Ideas
Appropriation Unit:	1080-04	Address:	7275 Murdy Circle
Is budget authority available?:	Yes	City/State/Zip:	Huntington Beach, CA 92647-3533
If "No" please explain:	Not Applicable	Contact/Phone:	714-375-4746
		Vendor No.:	
		NV Business ID:	NV20151493753
To what State Fiscal Year(s) will the contract be charged?	2016-2020		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ESA
Agency Reference #:	050		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**
 Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2019**
 Contract term: **3 years and 353 days**

4. Type of contract: **Contract**
 Contract description: **Application Vendor**

5. Purpose of contract:
This is a new contract to create a cloud based application for the Education Savings Account, pursuant to Senate Bill 302 of the 2015 Legislative Session.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$368,025.00**

Other basis for payment: \$164,625 implementation cost which will be amortized in a 4-year contract with \$82,313 due in the first year with the balance paid in three installment payments of \$27,438 annually. Contract services also include a monthly maintenance cost equal to \$5,650 per month or \$67,800 for three years.

II. JUSTIFICATION

7. What conditions require that this work be done?

SB302 was passed in the 78th Legislative Session. The bill creates an Education Savings Account (ESA) Program which allows expanded school choice through State funded accounts. The Treasurer's office is responsible for the development and implementation of Nevada's new ESA program. As part of the implementation we need a firm to deploy a cloud based application for the State to manage accounts and participating entities, in addition to interfacing with the claims processor.

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

State employees do not have the expertise or knowledge to create the database application.

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):

Public Consulting Group
i2net

b. Solicitation Waiver: **Not Applicable**

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

Neal Weisman (i2net) has a complete and thorough understanding of the project as exhibited by its data flow. In addition, Neal is willing to hose the service infrastructure in Nevada and dedicate it solely to this project.

d. Last bid date: Anticipated re-bid date: 06/01/2019

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

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	thudder	10/01/2015 14:27:08 PM
Division Approval	thagan	10/01/2015 14:48:20 PM
Department Approval	thagan	10/01/2015 14:48:22 PM
Contract Manager Approval	Pending	
DoIT Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final 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: 17037

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Charter
Agency Code: MSA	Contractor Name: Charter
Appropriation Unit: 9999 - All Categories	Address: 12405 Powerscourt Drive
Is budget authority available?: Yes	City/State/Zip: St. Louis, MO 63131
If "No" please explain: Not Applicable	Contact/Phone: Ed Morehouse 775-850-1239
	Vendor No.: PUR0005697
	NV Business ID: NV20011156767

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFQ 3070 tb

2. Contract start date:

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

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2019**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Telecommunications**

5. Purpose of contract:

This is a new contract that continues ongoing telecommunication services, including voice, data and transport systems, for state agencies in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

State employees need access to local telephone services in order to do their jobs.

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

Telecommunications are a regulated service and must be provided by a company certified by the Nevada Public Utilities Commission.

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 3070, and in accordance with NRS 333, this contractor was one of five selected as the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/27/2014 Anticipated re-bid date: 10/26/2018

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:

Contractor currently holds a contract with Enterprise Information Technology Services. Service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	09/01/2015 11:27:21 AM
Division Approval	ldeloach	09/01/2015 11:27:23 AM
Department Approval	ldeloach	09/01/2015 16:05:08 PM
Contract Manager Approval	tsmit2	09/01/2015 16:20:43 PM
Budget Analyst Approval	amccalla	09/09/2015 13:25:40 PM
BOE Agenda Approval	sbrown	09/10/2015 16:25:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16997**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Inyo Networks
Agency Code: MSA	Contractor Name: Inyo Networks
Appropriation Unit: 9999 - All Categories	Address: 1101 Nimitz Avenue, Suite 215
Is budget authority available?: Yes	City/State/Zip: Vallejo, CA 94592
If "No" please explain: Not Applicable	Contact/Phone: Nick Keeler 707-551-8202
	Vendor No.: T27037233
	NV Business ID: NV20111159342

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Various

Agency Reference #: **RFQ 3070 TB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2019**
 Contract term: **4 years and 31 days**

4. Type of contract: **MSA**
 Contract description: **Telecommunications**

5. Purpose of contract:
This is a new contract that continues ongoing telecommunication services, including voice, data and transport systems, for state agencies in Northern Nevada.

6. NEW CONTRACT
 The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**
 Other basis for payment: **As invoiced by the Contractor and approved by the State.**

II. JUSTIFICATION

7. What conditions require that this work be done?
State employees need access to local telephone services in order to do their jobs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Telecommunications are a regulated service and must be provided by a company certified by the Nevada Public Utilities Commission.

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 3070, and in accordance with NRS 333, this contractor was one of five selected as the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/27/2014 Anticipated re-bid date: 10/26/2018

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:

In 2004 contractor was engaged under contract by Enterprise Information Technology Services. The quality of service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	08/26/2015 12:00:50 PM
Division Approval	sberry	08/26/2015 12:00:53 PM
Department Approval	sberry	08/26/2015 12:00:56 PM
Contract Manager Approval	tsmit2	08/26/2015 16:05:07 PM
Budget Analyst Approval	amccalla	09/09/2015 13:22:29 PM
BOE Agenda Approval	sbrown	09/10/2015 16:23:57 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: **17058**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Litigation Services & Technologies of NV, LLC
Agency Code:	MSA	Contractor Name:	Litigation Services & Technologies of NV, LLC
Appropriation Unit:	9999 - All Categories	Address:	3770 Howard Hughes Parkway Suite 300
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89169
If "No" please explain:	Not Applicable	Contact/Phone:	Karen Eddinton 702-417-7697
		Vendor No.:	
		NV Business ID:	NV20101855785

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFQ 3001

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/14/2015**

Anticipated BOE meeting date 10/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2016**

Contract term: **230 days**

4. Type of contract: **MSA**

Contract description: **Court Reporting Svcs**

5. Purpose of contract:

This is a new contract to provide court reporting services as needed on a statewide 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?

Contractor has met all required qualifications and has agreed to court reporting pricing paid by the State.

d. Last bid date: 02/02/2009 Anticipated re-bid date: 12/20/2016

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:
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	09/10/2015 11:48:06 AM
Division Approval	sberry	09/10/2015 11:48:09 AM
Department Approval	sberry	09/10/2015 11:48:12 AM
Contract Manager Approval	nfese1	09/10/2015 12:01:35 PM
Budget Analyst Approval	amccalla	09/11/2015 11:42:58 AM
BOE Agenda Approval	sbrown	09/16/2015 17:19:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 14769	Amendment Number: 3
Agency Name: GOVERNOR'S FINANCE OFFICE - BUDGET DIVISION	Legal Entity Name: AERIS ENTERPRISES, INC.
Agency Code: 015	Contractor Name: AERIS ENTERPRISES, INC.
Appropriation Unit: 1340-04	Address: 59 DAMONTE RANCH PKWY STE B292
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: 775/23308930
	Vendor No.: T81082046A
	NV Business ID: NV20011516008

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **08/13/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**
Contract term: **3 years and 322 days**

4. Type of contract: **Contract**
Contract description: **Technical Support**

5. Purpose of contract:
This is the third amendment to the original contract, which continues ongoing programming and analysis of enterprise computer applications. The programs include the Nevada Executive Budget System, Nevada Employee Action and Timekeeping System, Nevada Project Accounting System, Nevada Applicant Tracking System, Human Resource Data Warehouse, Contract Entry and Tracking System, Nevada Open Government, and Priorities/Performance Based Budgeting. This amendment increases the maximum amount from \$769,328.00 to \$804,328 due to additional programming hours for the payroll and fund mapping module.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$322,514.00
2. Total amount of any previous contract amendments:	\$446,814.00
3. Amount of current contract amendment:	\$35,000.00
4. New maximum contract amount:	\$804,328.00

II. JUSTIFICATION

7. What conditions require that this work be done?
This vendor is the primary developer of the software the state depends on for budget, HR, contracts and open government applications. This contract ensures adequate support is provided for these applications. This contract supports state employees who manage and determine the work to be completed by the vendor.

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

This contract provides supplemental support to state employees and the vendor possesses knowledge of the applications necessary to provide detailed analysis and maintenance support including solutions when issues arise involving the core code of each program.

- 9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

b. Solicitation Waiver: Sole Source Contract (As Approved by Chief of Purchasing)
Approval #: 130705
Approval Date: 07/23/2013

c. Why was this contractor chosen in preference to other?
Primary designer of current application.

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:

2011-2013 Dept of Administration - satisfactory
Also performed on contracts for the former Department of Personnel and the Legislature. All were completed satisfactorily.

- 13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is 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:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, Contract Manager Approval, DoIT Approval, and Budget Analyst Approval.

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:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	08/31/2015 13:26:27 PM
Division Approval	clesli1	09/03/2015 08:42:08 AM
Department Approval	chowle	09/03/2015 08:59:59 AM
Contract Manager Approval	lramire7	09/03/2015 09:26:47 AM
Budget Analyst Approval	bberry	09/08/2015 12:34:41 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: **16271** Amendment Number: **1**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **KINSORA INSTITUTE OF NEUROSCIENCE**

Agency Code: **030** Contractor Name: **KINSORA INSTITUTE OF NEUROSCIENCE**

Appropriation Unit: **1348-15** Address: **NEUROSCIENCE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89101-6922**

If "No" please explain: **Not Applicable** Contact/Phone: **702/382-1960**

Vendor No.: **T80984742**

NV Business ID: **nv200001443681**

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	100.00 % Tort funds, IPTF

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **11/10/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2016**

Contract term: **1 year and 141 days**

4. Type of contract: **Contract**

Contract description: **EXPERT WITNESS**

5. Purpose of contract:
This is the first amendment to the original contract, which provides expert witness services as a medical expert in a lawsuit filed against the State of Nevada. This amendment extends the termination date from December 31, 2015 to March 31, 2016 and increases the maximum amount from \$12,000 to \$22,000 due to the continued need for these services.

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:	\$10,000.00
4. New maximum contract amount:	\$22,000.00

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):

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16849**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Clark County Office of the District Attorney
Agency Code: 030	Contractor Name: Clark County Office of the District Attorney
Appropriation Unit: 1030-00	Address: CLERK OF THE COURT/DISTRICT CT 200 LEWIS AVE FL 3
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89155
If "No" please explain: Not Applicable	Contact/Phone: 702/671-0726
	Vendor No.: T81026920AA
	NV Business ID: government agency

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % revenue

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **05/26/2015**

Retroactive? **Yes**

If "Yes", please explain

The reimbursements provided under this contract were for services needed for prosecuting on behalf of Clark County District Attorney due to a conflict of interest. The estimated costs for investigation and data collection was unclear prior to the services being needed. The legal services were needed immediately to answer the concerns of the case.

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

Contract term: **2 years and 36 days**

4. Type of contract: **Revenue Contract**

Contract description: **Interlocal**

5. Purpose of contract:

This is a new revenue interlocal agreement which provides felony prosecution services to the Clark County Eighth Judicial District Court for the S.P. Spano case.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Office of the Attorney General has expressed its willingness to prosecute this matter on behalf of the Office of the District Attorney, Clark County.

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

The OAG is prosecuting this case.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Government Agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mradu	08/31/2015 15:29:03 PM
Division Approval	clesli1	09/03/2015 08:42:31 AM
Department Approval	chowle	09/03/2015 08:59:33 AM
Contract Manager Approval	lramire7	09/08/2015 14:40:03 PM
Budget Analyst Approval	bberry	09/08/2015 15:34:37 PM



STATE OF NEVADA
 OFFICE OF THE ATTORNEY GENERAL
 100 North Carson Street
 Carson City, Nevada 89701-4717

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: August 31, 2015
TO: Katrina Nielsen, Budget Analyst
FROM: Lesley Volkov, Accounting Assistant III

RECEIVED

SEP 03 2015

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

SUBJECT: Retroactive approval # 16849 for Interlocal Agreement for Clark County DA

=====

Based on Policy Directive #D-2013-10, please forward this contract to the Clerk of the Board of Examiner's for approval.

This contract has a retroactive approval date of May 26, 2015.

Retroactive Reason:

The reimbursements provided under this contract were for services needed for prosecuting on behalf of Clark County District Attorney due to a conflict of interest. The estimated costs for investigation and data collection was unclear prior to the services being needed. The legal services were needed immediately to answer the concerns of the case.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17052**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: RESOURCE CONCEPTS INC
Agency Code: 082	Contractor Name: RESOURCE CONCEPTS INC
Appropriation Unit: 1585-34	Address: 340 N MINNESOTA ST
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703-4152
If "No" please explain: Not Applicable	Contact/Phone: 775/883-1600
	Vendor No.: T12785100
	NV Business ID: NV19781005208

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 19690

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/08/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 296 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 Phase 2 Parking Lot Rehabilitation and Americans with Disabilities Act Improvements at the Northern Nevada Correctional Center; Project No. 15-S05(2); Contract No. 109690.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,750.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

215 CIP

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

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)? Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/03/2015 14:41:58 PM
Division Approval	dgrimm	09/03/2015 14:42:00 PM
Department Approval	dgrimm	09/03/2015 14:47:47 PM
Contract Manager Approval	dgrimm	09/03/2015 16:08:59 PM
Budget Analyst Approval	jrodrig9	09/08/2015 16:23:53 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: **17057**

Agency Name: **DTCA - DIVISION OF TOURISM**
Agency Code: **101**
Appropriation Unit: **1522-31**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **AQUARIUS CASINO RESORT**
Contractor Name: **AQUARIUS CASINO RESORT**
Address: **1900 CASINO DR**
City/State/Zip: **LAUGHLIN, NV 89029**
Contact/Phone: **DENISE SHINSKY 702-298-5156**
Vendor No.: **T27037894 A**
NV Business ID: **NV20081025055**

To what State Fiscal Year(s) will the contract be charged? **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	100.00 % LODGING TAX

2. Contract start date:

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

Anticipated BOE meeting date **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/15/2016**

Contract term: **197 days**

4. Type of contract: **Contract**

Contract description: **2016 Rural Rndp Site**

5. Purpose of contract:

This is a new contract to provide the site for the 2016 Rural Roundup Conference to be held in Laughlin, Nevada, April 13-15, 2016.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Tourism is the host for the yearly Rural Roundup Conference.

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

This contract will provide a location to hold the 2016 Rural Roundup Conference, therefor, State employees would not be able 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):

**Colorado Belle Casino Resort
Don Laughlin's Riverside Resort
Edgewater Casino Resort
Harrah's Laughlin
Tropicana Laughlin Hotel & Casino
Aquarius Casion Resort**

b. Solicitation Waiver: **Not Applicable**

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

The vendor had the lowest bid and had all the rooms available for meeting space needed.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	09/04/2015 11:13:37 AM
Division Approval	amathies	09/04/2015 11:13:39 AM
Department Approval	amathies	09/04/2015 11:13:42 AM
Contract Manager Approval	amathies	09/04/2015 11:13:44 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final 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: **16939**

Agency Name: GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name: WayLay Design, LLC.
Agency Code: 102	Contractor Name: WayLay Design, LLC.
Appropriation Unit: 1527-10	Address: 4386 Bramblewood St.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89147
If "No" please explain: Not Applicable	Contact/Phone: Wayne & Selina Latham 702-483-9298
	Vendor No.: T29035161
	NV Business ID: NV20091205551

To what State Fiscal Year(s) will the contract be charged? **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	100.00 % Room Tax

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/20/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/24/2016**

Contract term: **217 days**

4. Type of contract: **Contract**

Contract description: **Internet Marketing**

5. Purpose of contract:

This is a new contract to provide integration of all online marketing and social media marketing efforts including; Website Search Engine Optimization, Rich Snippets, monthly reports, goal conversion tracking, monthly marketing strategy recommendations, and ongoing social media training. Social media training will include; optimized images for sharing, monthly reports, social networking ad management, graphic design, and customized email campaigns.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Payment for services will be made at the rate of \$3,500.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to create and execute an effective online marketing campaign to promote Nevada as a premiere location for film, television, music and other multimedia productions.

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

The agency does not have the highly specialized expertise to do this work.

9. Were quotes or proposals solicited? **Yes**

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

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

**Advise Media Group
Fine The Agency
WayLay Design, LLC**

b. Solicitation Waiver: **Not Applicable**

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

The successful bidder had the best overall proposal.

d. Last bid date: 06/23/2015 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Film Office has used this firm for several projects in the past. Work was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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:

Eric Preiss, Director, Nevada Film Office Ph: 702-486-2714

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	swoodbur	07/17/2015 14:51:59 PM
Division Approval	swoodbur	07/17/2015 14:52:02 PM
Department Approval	swoodbur	07/17/2015 14:52:04 PM
Contract Manager Approval	swoodbur	08/19/2015 17:40:27 PM
Budget Analyst Approval	sewart	08/20/2015 15:43:34 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17015**

Agency Name: GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name: Starr Global Financial, Inc.
Agency Code: 102	Contractor Name: Starr Global Financial, Inc.
Appropriation Unit: 1526-11	Address: 399 Park Avenue 17th Floor
Is budget authority available?: Yes	City/State/Zip: New York, NY 10022
If "No" please explain: Not Applicable	Contact/Phone: James Lechlietner 212-230-5040
	Vendor No.: T27037752
	NV Business ID: NV20111764644

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/21/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/24/2015**

Contract term: **95 days**

4. Type of contract: **Contract**

Contract description: **Trade Mission Prep**

5. Purpose of contract:

This is a new contract to assist with an upcoming trade mission to the People's Republic of China to provide strategic advice to support and further an existing relationship between Nevada's Desert Research Institute and Nanjing's Hohai University.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: \$12,500 initial payment for upfront costs and \$12,499 upon completion of contract, payable upon receipt of invoices.

II. JUSTIFICATION

7. What conditions require that this work be done?

GOED has a legislative mandate to diversify Nevada's economy, including expanding the state's key foreign markets.

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

There are no state employees with the specific skills and experience to conduct this work.

9. Were quotes or proposals solicited? **Yes**

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

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

**Chinese Association of Northern Nevada
Asian Chamber of Commerce
Starr Companies**

b. Solicitation Waiver: **Not Applicable**

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

Only proposal received.

d. Last bid date: 07/01/2015 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:

Chaunsey Chau Duong, Int'l. Business Manager Ph: 702-486-3702

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	swoodbur	08/20/2015 16:53:43 PM
Division Approval	swoodbur	08/20/2015 16:53:46 PM
Department Approval	swoodbur	08/20/2015 16:53:48 PM
Contract Manager Approval	swoodbur	08/20/2015 16:53:50 PM
Budget Analyst Approval	sewart	08/21/2015 14:06:40 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: **17007**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: City of Carlin
Agency Code: 180	Contractor Name: City of Carlin
Appropriation Unit: 1388-00	Address: 151 South 8th Street
Is budget authority available?: Yes	PO BOX 787
If "No" please explain: Not Applicable	City/State/Zip: CARLIN, NV 89822
	Contact/Phone: David Jones 775 754-6354
	Vendor No.:
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2015-2019

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **05/01/2015**

Retroactive? **Yes**

If "Yes", please explain

This is a request to retroactively approve the revenue lease contract with the City of Carlin due to having continuous public safety coverage and to ensure the effective date of this contract is met for retroactive payments due.

3. Termination Date: **06/30/2019**
Contract term: **4 years and 61 days**

4. Type of contract: **Revenue Contract**
Contract description: **Microwave Channels**

5. Purpose of contract:
This is a new revenue contract to provide Microwave Channels on Marys Mountain in Eureka County. This will support public safety officials with needed communications with the Elko Interagency Dispatch Center.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$17,888.00**
Other basis for payment: FY2015, \$715.52; FY2016, \$4293.12; FY2017, \$4,293.12; FY2018, \$4,294.12; FY 2019, \$4,293.12

II. JUSTIFICATION

7. What conditions require that this work be done?
This is a revenue generating contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:
This is a revenue generating contract

9. Were quotes or proposals solicited? **No**
Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
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	dbaughn	08/27/2015 07:37:00 AM
Division Approval	dbaughn	08/27/2015 07:37:03 AM
Department Approval	dbaughn	08/27/2015 07:37:08 AM
Contract Manager Approval	bbohm	09/02/2015 10:07:16 AM
Budget Analyst Approval	sewart	09/03/2015 09:27:19 AM

Brian Sandoval
Governor



James R. Wells, CPA
Director

Shannon Rahming
Interim Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

August 18, 2015

To: Scott Ewart
Department of Administration, Budget Division

From: Ben Bohm
Department of Administration, Enterprise IT Services
Communications Contract Manager

Subject: To request the Board of Examiners retroactively approve the enclosed Revenue Lease Agreement between EITS and the City of Carlin

The enclosed Revenue Lease agreement is being submitted for the Board of Examiners approval as retroactive back to May 1, 2015. This contract is to be considered retroactive due to the necessity for EITS to have continuous public safety coverage through our Microwave Communications Unit and to ensure the effective date of this contract is met (for retroactive payment's due).

We appreciate your time in assistance with this matter and should you have any questions or comments, please call me at 684-5859 or email to bnbohm@admin.nv.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Bohm", with a horizontal line extending to the right.

Ben Bohm
Communications Contract Manager

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17008**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: ANDERSON TOWING SERVICE, INC.
Agency Code: 180	Contractor Name: ANDERSON TOWING SERVICE, INC.
Appropriation Unit: 1388-04	Address: ANDERSON TOWING & TRANSPORT 1388 GLENDALE AVE
Is budget authority available? Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Ron Stewart 775/358-1155
	Vendor No.: T81081173
	NV Business ID: NV19981204227

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	X	Fees	100.00 % USER FEES
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 **08/17/2015**

Retroactive? **Yes**

If "Yes", please explain

Due to agency and vendor document submittal along with time constraints with the upcoming winter season, maintenance is necessary on the Snowcat located in Elko, Nevada. The closest maintenance facility in the Western states is located in Medford, Oregon that can complete the work. Repair maintenance takes approximately two month to complete, plus set up for the transport of the Snowcat, caused an urgency for the completion of this request.

3. Termination Date: **07/31/2017**

Contract term: **1 year and 349 days**

4. Type of contract: **Contract**

Contract description: **Snowcat Towing**

5. Purpose of contract:

This is a new contract to provide roundtrip towing of two Snowcats from Moundhouse and Elko to the nearest authorized maintenance facility in Medford, Oregon.

6. NEW CONTRACT

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

Other basis for payment: \$1650 one way for the Snowcat in Moundhouse, NV to Medford, OR and \$2336.25 one way for the Snowcat in Elko, NV

II. JUSTIFICATION

7. What conditions require that this work be done?

The Snowcats must be maintained so that the microwave towers are accessible in the winter.

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 training or experience in maintenance of the Snowcats.

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):

**Cummings Transport DBA Packard Logistics
A&A Towing, Inc.
Anderson Towing Services, Inc.**

b. Solicitation Waiver: **Not Applicable**

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

Lowest bidder

d. Last bid date: 08/06/2015 Anticipated re-bid date: 06/30/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2006 - Department of Information Technology - Satisfactory

2010-2012 - Department of Information Technology /Enterprise Information Technology 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:

Pat Sheehan, IT Manager , Contract Monitor Ph: 775-684-5859

Lynda Bashor, Program Officer I, Contract Manager Ph: 775-684-0241

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imartin9	08/27/2015 10:49:48 AM
Division Approval	Imartin9	08/27/2015 10:49:51 AM
Department Approval	Imartin9	08/27/2015 10:49:54 AM
Contract Manager Approval	Imartin9	08/27/2015 10:49:59 AM
Budget Analyst Approval	sewart	08/28/2015 13:32:39 PM



**DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION**

**209 E. Musser Street, Room 304
Carson City, Nevada 89701-4204
(775) 684-0273
Fax (775) 684-0275**

MEMORANDUM

DATE: August 27, 2015
TO: Scott Ewart, Budget Analyst
FROM: Lynda Bashor, Admin Services Division, Contracts Unit
RE: Retro Memo for Anderson Towing Service, Inc.

This is a request for a retroactive start date of August 17, 2015 for the Anderson Towing Service, Inc. contract (CETS # 17008). This is a new contract to provide towing of the Snowcat to maintenance facility in Medford, Oregon.

Due to agency and vendor document submittal along with time constraints with the upcoming winter season, maintenance is necessary on the Snowcat located in Elko, Nevada. The closest maintenance facility in the Western states is located in Medford, Oregon that can complete the work. Repair maintenance takes approximately two month to complete, plus set up for the transport of the Snowcat, caused an urgency for the completion of 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: **16908**

Agency Name: DEPARTMENT OF VETERANS SERVICES	Legal Entity Name: Schneider Electric
Agency Code: 240	Contractor Name: Schneider Electric
Appropriation Unit: 2561-07	Address: 731 Pilot Road
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: Mike Ashworth 702-896-8300
	Vendor No.: PUR0001005D
	NV Business ID: NV20071402383

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % 50% Federal, 50% private funds

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/01/2015**

Retroactive? **Yes**

If "Yes", please explain

Delays in vendor signature and completing contracts caused the need to retro the contract back to the required service date.

3. Termination Date: **05/31/2018**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **HVAC Monitoring**

5. Purpose of contract:

This is a new contract to provide remote monitoring of HVAC control systems for the Nevada State Veterans Home and ensure the systems are functioning properly and at the greatest efficiency.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: \$2,880 for the 1st year, \$2,966.40 for the 2nd year, and \$3,055.39 for the 3rd year (repair parts and labor extra - \$6098.21)

II. JUSTIFICATION

7. What conditions require that this work be done?

HVAC system controls at NSVH are monitored remotely for proper function. The safety and well-being of the residents relies on proper functioning of these HVAC systems.

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

No State agencies or employees 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):

Quality Mechanical - Las Vegas, NV
Schneider Electirc - Las Vegas, NV
ABS Systems - Las Vegas, NV

b. Solicitation Waiver: **Not Applicable**

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

Best pricing; familiarity with systems.

d. Last bid date: 05/31/2015 Anticipated re-bid date: 05/31/2018

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:

contractor has performed similar work for NSVH in the past. All work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Bob Robinson, Facility Supervisor Ph: 702-332-6751

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	08/19/2015 10:55:28 AM
Division Approval	agarland	08/19/2015 10:55:31 AM
Department Approval	agarland	08/19/2015 10:55:34 AM
Contract Manager Approval	mnobles	08/20/2015 10:56:55 AM
Budget Analyst Approval	nhovden	08/25/2015 11:50:14 AM



STATE OF NEVADA
OFFICE OF VETERANS SERVICES
NEVADA STATE VETERANS HOME/BOULDER CITY
100 Veterans Memorial Drive
Boulder City, Nevada 89005
(702) 332-6784 • Fax (702) 332-6762 • TDD (702) 332-6988



MEMORANDUM

To: Nikki Hovden, Budget Office
From: Michael C. Nobles, Management Analyst II *men*
Date: August 18, 2015
Subject: Request for Retroactive Approval of Schneider Electric Contract

The Nevada State Veterans Home (NSVH) is requesting retroactive approval of the Schneider Electric contract. This vendor provides remote monitoring of HVAC systems for the Home.

NSVH has resigned Schneider Electric to perform the remote monitoring of our HVAC systems. Delays were caused by rewriting various features of the contract, and receiving all of the vendors required signatures, until the usual contract expiration date had been reached. There was no time to work through the usual contract process and continue to receive the vendors' services.

Approval of this request will allow NSVH to continue to receive services from this vendor in a timely manner.

"Caring For America's Heroes"

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17005**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: UNIVERSITY OF PITTSBURGH
Agency Code: 406	Contractor Name: UNIVERSITY OF PITTSBURGH
Appropriation Unit: 3218-22	Address: RODS LABORATORY
Is budget authority available?: Yes	5607 BAUM BLVD FL 4
If "No" please explain: Not Applicable	City/State/Zip: PITTSBURGH, PA 15206-3701
	Contact/Phone: 412/648-9213
	Vendor No.: T29009120A
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 15002**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **Yes**

If "Yes", please explain

Negotiations with the university staff took longer than anticipated resulting in the contract process being extended. This is an ongoing contract that provides access to the only surveillance system for data collection and analysis of over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bio-terrorism, and as such its ongoing utilization is necessary to state public health.

3. Termination Date: **06/30/2016**

Contract term: **1 year**

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

Contract description: **Health Surveillance**

5. Purpose of contract:

This is a new contract that continues ongoing access to a public health surveillance tool to collect and analyze over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bio-terrorism.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,381.26**

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Epidemiologist and Health Officer need to be able to monitor collected data on over-the-counter drug sales on a real-time basis to determine their Possible effects on Nevada. This will enable them to identify disease outbreaks, as either naturally occurring or as a result of bio-terrorism.

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

The State of Nevada does not maintain a real-time data base with the required information.

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

[Redacted] 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:

[Redacted] 2007-Present; MHDS/DPBH; 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:

[Redacted] 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:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	08/18/2015 11:58:47 AM
Division Approval	alaw1	08/18/2015 11:58:51 AM
Department Approval	ecreceli	08/20/2015 14:28:29 PM
Contract Manager Approval	rmorse	08/21/2015 10:21:37 AM
Budget Analyst Approval	nhovden	08/25/2015 13:55:37 PM

BRIAN SANDOVAL
Governor

STATE OF NEVADA

MARTA E. JENSEN
Acting Administrator

RICHARD WHITLEY, MS
Director



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) 684-5975 · Fax: (775) 684-4211*

September 17, 2015

MEMORANDUM

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

THROUGH: **Mark Winebarger**
*Administrative Services Officer IV
Division of Public and Behavioral Health*

FROM: **Chad Westom**
*Bureau Chief, PAIS
Division of Public and Behavioral Health*

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (CETS #TBD)

This memorandum requests that the attached inter-local contract between the Nevada Division of Public and Behavioral Health and the University of Pittsburgh – Of the Commonwealth System of Higher Education be approved for a retroactive start date effective July 1, 2015. Negotiations with the university staff took longer than anticipated resulting in the contract process being extended.

This is an ongoing contract that provides access to the only surveillance system for data collection and analysis of over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bio-terrorism, and as such its ongoing utilization is necessary to state public health and thus the services could not be delayed while a new contract was drafted and approved by all parties. A corrective action that includes an added level of verification of contracts and amendments has been put into place to prevent contracts from being delayed for the same reasons.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17006**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: HANSEN HUNTER & COMPANY PC
Agency Code: 406	Contractor Name: HANSEN HUNTER & COMPANY PC
Appropriation Unit: 3162-08	Address: 8930 SW GEMINI DR
Is budget authority available?: Yes	City/State/Zip: BEAVERTON, OR 97008-7123
If "No" please explain: Not Applicable	Contact/Phone: Jeffery S. Moore 503/244-2134
	Vendor No.: T29009225
	NV Business ID: NV20101244381

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/03/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **301 days**

4. Type of contract: **Contract**

Contract description: **Medicare Cost Report**

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 current Medicare Administrative Contractor on behalf of Northern Nevada Adult Mental Health Services per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,750.00**

Payment for services will be made at the rate of \$29,750.00 per Cost Report

II. JUSTIFICATION

7. What conditions require that this work be done?

Requirements of Health Care Financing and Policy for participation in the 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:

Kurt Green, ASO III, Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	08/20/2015 10:33:16 AM
Division Approval	alaw1	08/20/2015 10:33:20 AM
Department Approval	ecrecli	08/24/2015 14:19:24 PM
Contract Manager Approval	shoughta	08/25/2015 10:21:53 AM
Budget Analyst Approval	nhovden	09/03/2015 09:52:38 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: **17027**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: University of NV School of Medicine
Agency Code: 406	Contractor Name: BOARD OF REGENTS-UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
Appropriation Unit: 3648-08	Address: 1664N. Virginia Street
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89557-0124
If "No" please explain: Not Applicable	Contact/Phone: 775/784-1233
	Vendor No.: D35000816
	NV Business ID: Government Entity

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

Agency Reference #: **C 15096**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **Yes**

If "Yes", please explain

These agreements were delayed due to the many negotiations between University of Nevada Reno - School of Medicine and Rural Community Health Services, Northern Nevada Adult Mental Health Services and Southern Nevada Adult Mental Health Services combining all bureaus and services on one contract. It was finally agreed that each bureau would negotiate their own contract with their separate services.

3. Termination Date: **06/30/2016**

Contract term: **1 year**

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

Contract description: **Residency Program**

5. Purpose of contract:

This is a new contract that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents through Professional Development Groups to help enhance the clinical knowledge and skills of the participants while simultaneously providing valuable services to patients and clients at multiple locations throughout the state for Rural Community Health Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 277.180, the division is authorized to contract with other governmental agencies for the provision of services. Psychiatric residency services provide valuable training for residents and clinical psychiatric services to consumers at the Division's facilities throughout the state.

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

Services provided by psychiatric residents also provide training for medical school postgraduates by current medical staff at the Division's facilities, as well as assist in delivering necessary mental health services to consumers.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 277.180, the Division has contracted with the University Medical School to provide postgraduate psychiatric residents with training and assist in the delivery of behavioral health services to consumers. - flat fee

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:

This vendor is a government entity that provides services to multiple agencies - 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	rmorse	08/26/2015 10:32:01 AM
Division Approval	rmorse	08/26/2015 10:32:04 AM
Department Approval	ecreceli	08/28/2015 11:24:49 AM
Contract Manager Approval	rmorse	08/31/2015 11:20:22 AM
Budget Analyst Approval	nhovden	09/08/2015 09:53:40 AM

BRIAN SANDOVAL
Governor

STATE OF NEVADA

MARTA E. JENSEN
Acting Administrator

RICHARD WHITLEY, MS
Director



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) 684-5975 · Fax: (775) 684-4211

October 5, 2015

MEMORANDUM

TO: Katrina Nielsen
*Budget Analyst
Budget Division*

THROUGH: Mark Winebarger
*Administrative Services Officer IV
Division of Public and Behavioral Health*

FROM: Kathryn Baughman,
*Agency Director
RCHS*

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – Board of Regents, UNR (CETS 17027)

This memorandum requests that the following Interlocal Contract (Agency Ref. # C 15096) be approved for a retroactive start date effective July 1, 2015. These agreements were delayed due to the many negotiations between UNSOM & RCHS, NNAMHS & SNAMHS combining all bureaus and services on one contract. It was finally agreed that each bureau would negotiate their own contract with their separate services. The negotiations will include Dr. Leon Ravin, Medical Program Coordinator for NV Mental Health who oversees all bureaus.

RCHS will implement the following to prevent future retroactive requests:

- Since the decision has been made to keep the contracts separate from other bureaus that RCHS start negotiations with UNSOM 3 months before the end of the fiscal year to allow enough time to negotiate all the details from both parties.

If you have any questions, please contact Greg Kitchingman at (775) 688-2068 or gkitchingman@health.nv.gov

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17028**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: ABC FIRE EXTINGUISHER CO, INC.
Agency Code: 406	Contractor Name: ABC FIRE EXTINGUISHER CO, INC.
Appropriation Unit: 3162-07	Address: 1025 TELEGRAPH ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: DALE BADORINE 775-856-1553
	Vendor No.: T81093069
	NV Business ID: NV19861017903

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/09/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **2 years and 295 days**

4. Type of contract: **Contract**

Contract description: **Service Contract**

5. Purpose of contract:

This is a new contract that continues ongoing annual scheduled service on all dry chemical and Haylon fire extinguishers on the Northern Nevada Adult Mental Health Services and Lake's Crossing Center campus and necessary training of state personnel as required by the National Fire Association and Joint Commission standards.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$0.00 per Scope of Work

Other basis for payment: All types of extinguishers annual fire maintenance - \$12.50 each, Hydrotests of extinguishers - \$19.00 ea, 6 year maintenance - \$20.00 each, ABC Powder at \$2.50 pound and training class (3) at \$450.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

The National Fire Protection Association and Joint Commission stands requires that all fire systems be maintained in accordance to mandatory schedules and that personnel of the facility be trained for the use of portable fire extinguishers.

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

State personnel do not have the equipment and training to serve the extinguishers, nor are they licensed to train other 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):

ABC Fire and Cylinder Service
Simplex Ginnell
Sierra Safety Center DBA Hight Sierra Fire

b. Solicitation Waiver: **Not Applicable**

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

Vendor is qualified, licensed, and able to perform all needed functions within the time required and at an acceptable cost.

d. Last bid date: 07/20/2015 Anticipated re-bid date: 08/25/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009 - State Public Works - satisfactory
2009 - Risk Management
2009 - Northern Nevada Adult Mental Health - satisfactory
2009 - Lake's Crossing Center - 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:

Greg Holcomb, Maintenance Supervisor Ph: 775-688-2125

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	09/04/2015 11:38:32 AM
Division Approval	alaw1	09/04/2015 11:38:35 AM
Department Approval	ecreceli	09/08/2015 14:14:18 PM
Contract Manager Approval	shoughta	09/09/2015 08:36:38 AM
Budget Analyst Approval	nhovden	09/09/2015 11:06:59 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: 13
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: 615/882-7158
	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	4.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	96.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **07/01/2012**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**
 Contract term: **4 years and 92 days**

4. Type of contract: **Contract**
 Contract description: **HCR - Elig. Engine**

5. Purpose of contract:
This is the thirteenth amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine that is a business rules engine to store all of the eligibility rules for the 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. This amendment increases the maximum amount from \$53,389,067.35 to \$53,436,907.35, revises Attachment AA - Deliverable Payment Schedule and incorporates Change Order 075.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,761,639.35
2. Total amount of any previous contract amendments:	\$28,627,428.00
3. Amount of current contract amendment:	\$47,840.00
4. New maximum contract amount:	\$53,436,907.35

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):

Unisys
Oracle
IBM
Deloitte Consulting

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:

Currently under contract 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	08/24/2015 10:41:07 AM
Division Approval	msmit5	08/27/2015 07:32:20 AM
Department Approval	ecreceli	09/01/2015 14:30:56 PM
Contract Manager Approval	sjon23	09/03/2015 08:39:32 AM
DoIT Approval	bbohm	09/03/2015 13:51:19 PM
Budget Analyst Approval	nhovden	09/09/2015 11:44:05 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: **17036**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Kelly's Glass, Inc.
Agency Code: 409	Contractor Name: Kelly's Glass, Inc.
Appropriation Unit: 3646-07	Address: 3400 S. Procyon St.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: 702-451-5153
	Vendor No.:
	NV Business ID: NV20011380550
To what State Fiscal Year(s) will the contract be charged?	2016-2019

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	44.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	54.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	2.00 % Rental Income; Client Charges

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/09/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 295 days**

4. Type of contract: **Contract**

Contract description: **Window Maintenance**

5. Purpose of contract:

This is a new contract to provide glass repair and/or replacement and provide tinting for windows and patio doors, as requested by the facility supervisor, on State owned property located at 6171 W. Charleston Blvd. in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,999.19**

Other basis for payment: Dual Pane \$16.81 sq ft for 399 sq ft is \$6707.19; Low E Dual Pane \$25.60 sq ft for 250 sq ft is \$6400.00; Tint Film is \$8.00 sq ft for 299 sq ft is \$2392.00; Labor is \$4,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency serves residential clients within its Oasis program. As part of the program, clients are involved in outdoor activities around the buildings of the West Charleston campus. As a result, sometimes a client would accidentally kick or throw a ball into a window, which necessitates a window repair or replacement. Additionally, due to the excessive heat, window tinting or changing out a window to an energy efficient window, would help keep the cooling costs down and prevent the discoloration of carpet, curtains and blinds.

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

The are no State employees with this 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):

Kelly's Glass & Mirror Co.
Las Vegas 24 Hour Door & Glass
Fast Glass

b. Solicitation Waiver: **Not Applicable**

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

The vendor best meets the needs of the State.

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:

James Kolar, Facility Supervisor II Ph: 702-994-4301

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	08/28/2015 16:00:55 PM
Division Approval	pcolegro	08/28/2015 16:00:58 PM
Department Approval	ecreceli	09/01/2015 16:40:01 PM
Contract Manager Approval	mcar2	09/02/2015 11:39:02 AM
Budget Analyst Approval	dreynoi2	09/09/2015 09:31:08 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17061**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: MCGINLEY & ASSOCIATES, INC.
Agency Code: 431	Contractor Name: MCGINLEY & ASSOCIATES, INC.
Appropriation Unit: 3650-16	Address: 815 MAESTRO DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-2387
If "No" please explain: Not Applicable	Contact/Phone: 702-829-2245
	Vendor No.: T81202459
	NV Business ID: 20021218343

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/13/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/30/2016**

Contract term: **199 days**

4. Type of contract: **Contract**

Contract description: **Groundwater sampling**

5. Purpose of contract:

This is a new contract to provide direct push groundwater sampling services, in accordance with the Washoe County Health District and State of Nevada guidelines, regulations and environmental laws, at the Army Aviation Support Facility (AASF). Testing will be performed to test for quantities of perchloroethylene in surrounding groundwater.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,039.60**

II. JUSTIFICATION

7. What conditions require that this work be done?

Groundwater sampling and testing is required due to soil contamination found in a previous study and required in accordance with Washoe County and the State of Nevada guidelines.

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

Agency personnel do not possess the requisite skills and certifications to perform direct push groundwater samplings.

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):

**LEGACY TEAM ENVIRONMENTAL CONSULTANTS
MCGINLEY & ASSOCIATES
GC ENVIRONMENTAL, INC.**

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen as the best qualified and was the lowest bidder for this testing.

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 Office of the Military has contracted with this vendor in the past and found services to be satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vradford	09/08/2015 13:15:36 PM
Division Approval	ctyle1	09/08/2015 13:47:37 PM
Department Approval	ctyle1	09/08/2015 13:47:39 PM
Contract Manager Approval	vradford	09/08/2015 14:09:49 PM
Budget Analyst Approval	jrodrig9	09/13/2015 17:33:03 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: **16971**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Resource Concepts, Inc.
Agency Code: 440	Contractor Name: Resource Concepts, Inc.
Appropriation Unit: 3727-35	Address: 340 Minnesota Street
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89703
If "No" please explain: Not Applicable	Contact/Phone: Jill Sutherland 775/883-1600
	Vendor No.: T12785100
	NV Business ID: NV19781005208

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	30.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	70.00 % Farm Sales

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/09/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/08/2018**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **Engineering Services**

5. Purpose of contract:

This is a new contract that continues ongoing services to coordinate with the Nevada Division of Environmental Protection to determine Nevada Pollutant Discharge Elimination System permit requirements, identify data needed for the site specific nutrient balances, collect soil samples and evaluate soil data, and review permit.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Groundwater Discharge permit, Effluent Reuse regulations, State and Federal Concentrated Animal Feeding Operations regulations, and require ongoing new and updated applications to maintain environmental permits.

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

No other state agency does this type of work.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Resource Concepts provided Prison Industries' Ranch with exceptional, on-time, accurate and professional engineering reports.

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:

FY07 to current with the Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	07/30/2015 16:52:12 PM
Division Approval	dmartine	07/31/2015 16:10:20 PM
Department Approval	drosenbe	08/04/2015 15:59:53 PM
Contract Manager Approval	jhardy	08/20/2015 12:48:49 PM
Budget Analyst Approval	cmurph3	08/20/2015 14:06:47 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: 17033

Agency Name: **DPS-DIRECTOR'S OFFICE**
Agency Code: **650**
Appropriation Unit: **4703-36**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **Jim Delung, LLC**
Contractor Name: **Jim Delung, LLC**
Address: **6740 W Deer Valley Rd, Suite D107-277**
City/State/Zip: **Glendale, AZ 85310**
Contact/Phone: **Jim Delung 602-363-4114**
Vendor No.:
NV Business ID: **NV20151516790**

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % forfeitures

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/21/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **132 days**

4. Type of contract: **Contract**

Contract description: **Leadership training**

5. Purpose of contract:

This is a new contract to provide "Executive Leadership in Law Enforcement" training for all staff in the department. Each leadership course will be presented over three months, one week per month in DPS northern and southern offices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,100.00**

Payment for services will be made at the rate of \$9,700.00 per week

II. JUSTIFICATION

7. What conditions require that this work be done?

The current leadership at the Department of Public Safety has held a series of meetings with chiefs and administrators of DPS agencies to identify current trends, where DPS wants to be years down the road, and how to overcome the gap in the two positions. All those involved felt confident that by bringing together the DPS mindset and having a consistent leadership approach from top leaders, managers, supervisors, and all DPS employees, covering both civilian and sworn personnel, is the key to move as one in the same organizational direction and reach the goals of DPS.

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

This leadership training is not available through DPS or other state agencies because Mr. DeLung will provide the three week training at a negotiated price that is significantly quicker and cheaper than sending all DPS staff to various training courses in an attempt to encompass all that's covered in Mr. Delung's curriculum.

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 #: 150901

Approval Date: 09/04/2015

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

[Empty text box]

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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:

Jennifer Bauer, Admin Svcs Officer Ph: 775-684-4698

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbauer	09/08/2015 09:11:08 AM
Division Approval	jbauer	09/08/2015 09:11:09 AM
Department Approval	jbauer	09/08/2015 09:11:11 AM
Contract Manager Approval	jbauer	09/08/2015 09:11:13 AM
Budget Analyst Approval	jrodrig9	09/08/2015 16:14:41 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Director

Greg Smith
Administrator

Purchasing Use Only:	
Approval#:	150901

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>Department of Public Safety, Director's Office</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Jennifer Bauer, DPS Contracts Manager</i>	<i>775-684-4698</i>	<i>jbauer@dps.state.nv.us</i>

Vendor Information:	
1b	Identify Vendor: <i>Jim DeLung, LLC</i>
	Contact Name: <i>Jim DeLung, PhD</i>
	Address: <i>6740 W Deer Valley Rd, Suite D107-277, Glendale, AZ 85310</i>
	Telephone Number: <i>602-363-4114</i>
	Email Address: <i>jim@delung.com</i>

Type of Waiver Requested – Check the appropriate type:	
1c	Sole or Single Source:
	Professional Service Exemption: <input checked="" type="checkbox"/>

Contract Information:				
1d	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No
	Amendment:	#		
	CETS:	#		

Term:			
1e	One (1) Time Purchase:		
	Contract:	Start Date: <i>9/21/2015</i>	End Date: <i>1/31/2016</i>

Funding:	
1f	State Appropriated:
	Federal Funds:
	Grant Funds:
	Other (Explain): <i>Approved use of forfeiture funds</i>

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>\$29,100.00</i>

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>The contractor will provide the "Executive Leadership in Law Enforcement" course which is a law enforcement specific, three week 120 hour leadership course to be attended by management staff in all divisions of the Department of Public Safety (DPS).</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>This leadership course is not adaptable to competitive solicitation because it is developed specifically for and delivered to law enforcement agencies similar to the Nevada DPS. The course curriculum has been evaluated by the current Chief of the Nevada Highway Patrol when he previously attended a course in Arizona.</i>
	<i>This leadership course is not available in its format and entirety from any other vendor for several reasons. Mr. DeLung is the only instructor with a PhD in organizational leadership and over 20 years of experience in law enforcement supervision who travels to law enforcement agencies to provide a customizable 120 hour course in leadership for law enforcement. Mr. DeLung is certified by Franklin Covey to teach "The 7 Habits of Highly Effective People® for Law Enforcement™." His course uniquely blends academics with a personality profile inventory specifically for law enforcement. Mr. DeLung has entered into an agreement with Arizona State University to provide students of this course with six credit hours toward undergraduate or graduate degrees.</i>
	<i>Other courses or training programs may appear to provide the same or similar curriculum; however, this course is truly unique given the qualifications and the experience of the instructor, the composition of the material, and he has enhanced and customized the curriculum to meet the needs of Nevada and relate the concepts to present day issues. With the current challenges facing law enforcement nationwide from public perception, Mr. DeLung has adapted the material relevant to these challenges. Other courses do not allow for this contemporary material.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>The course has been developed and will be delivered by the owner of the company. Jim DeLung is the only person/company delivering this specific, law enforcement related leadership training. This leadership training is in the best interest of the department and only available from this single source because Mr. DeLung will provide the three week, 120 hour training that DPS negotiated down from \$36,000 to \$29,100. Economically, sending DPS staff to training in an attempt to encompass all that's covered in Mr. DeLung's curriculum would be extremely cost prohibitive for the department.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>	<i>Jim DeLung's "Executive Leadership in Law Enforcement" course is the only one DPS has found that incorporates all the necessary law enforcement related management theories and concepts, can accommodate up to 36 DPS attendees in one class, and can be hosted by DPS in DPS offices throughout the State.</i>			
	b. <i>If not, why were alternatives not evaluated?</i>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.			Yes:		No:	X	
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term</i>	<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>				
	<i>Start and End Dates</i>	\$						
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>If this waiver request is denied, DPS will lose the secured forfeiture funding to pay for this valuable training. DPS divisions, collectively, are not budgeted to pay for this training through appropriated state funds.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>This course is the only one DPS has found that offers all the benefits described in sections 4 and 5. The price has been negotiated down by DPS from \$36,000 and is \$6,900 lower than the contractor's original offer. Additionally, Mr. DeLung is allowing DPS staff, specifically the Chief of the Nevada Highway Patrol, to assist with presentation of a portion of the course on his behalf. Mr. DeLung has secured lodging at his own expense, and therefore will not request reimbursement from the State of Nevada.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	X
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Jennifer Bauer
Agency Representative Initiating Request

Jennifer Bauer
Print Name of Agency Representative Initiating Request

9/4/15
Date

[Signature]
Signature of Agency Head Authorizing Request

9-4-15

Sheri Bruggemann
Print Name of Agency Head Authorizing Request

9-4-15
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

N/A
Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature]
Administrator, Purchasing Division or Designee

9/4/15
Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16523**

Agency Name: **DPS-HIGHWAY PATROL**
 Agency Code: **651**
 Appropriation Unit: **4713-04**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **Vogue Laundry & Cleaners, Inc.**
 Contractor Name: **Vogue Laundry & Cleaners, Inc.**
 Address: **175 5th St**
 City/State/Zip: **Elko, NV 89801**
 Contact/Phone: **David Stephens 7757365156**
 Vendor No.: **T60153830**
 NV Business ID: **NV19591001005**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	49.00 %	Bonds	0.00 %
X Highway Funds	51.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/28/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2019**

Contract term: **3 years and 216 days**

4. Type of contract: **Contract**

Contract description: **Uniform Services**

5. Purpose of contract:

This is a new contract that continues ongoing rentals of shirts, pants, shop coats, and coveralls and floor mats for the Nevada Highway Patrol's vehicle maintenance and repair shops in the Northern Command.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,036.00**

Other basis for payment: Payable monthly upon receipt of itemized receipt.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Highway Patrol mechanics need the rented items to protect clothing from grease and oils from working on Highway Patrol vehicles.

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

There are no state employees that perform this work.

9. Were quotes or proposals solicited? **Yes**

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

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

Ameripride
 AlSCO
 Vogue Laundry and Cleaners, Inc.

b. Solicitation Waiver: **Not Applicable**

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

AlSCO does not service the Elko area. Ameripride refuses to sign a contract with the State of Nevada. Vogue's prices were comparable to prior contract for laundry services.

d. Last bid date: 03/27/2015 Anticipated re-bid date: 01/01/2019

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:

This vendor has previously provided services for DMV 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:

Fred Wurster, Lieutenant Ph: 775-753-1283
Becki Martin, Management Analyst Ph: 775-684-4909

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmacall	04/02/2015 13:46:35 PM
Division Approval	shoh1	08/25/2015 15:26:19 PM
Department Approval	jbauer	08/25/2015 16:32:51 PM
Contract Manager Approval	jbauer	08/25/2015 16:32:53 PM
Budget Analyst Approval	jrodrig9	08/28/2015 15:44:43 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: **16993**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: ARTISTIC FENCE COMPANY INC
Agency Code: 702	Contractor Name: ARTISTIC FENCE COMPANY INC
Appropriation Unit: 4464-12	Address: 720 FAIRGROUNDS RD
Is budget authority available?: Yes	City/State/Zip: WINNEMUCCA, NV 89445-2000
If "No" please explain: Not Applicable	Contact/Phone: 775-623-6676
	Vendor No.: PUR0000883A
	NV Business ID: NV19711002179

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	X	Fees	100.00 %	Predator Fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **16-10**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/26/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **127 days**

4. Type of contract: **Contract**

Contract description: **Raven Fencing**

5. Purpose of contract:

This is a new contract for services to install raven fencing to provide a non lethal means to reduce raven abundance in order to protect sage grouse habitat.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Consistent with predator management plan, nonlethal raven work must be conducted to ensure that we can continue to reduce raven densities where necessary.

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

NDOW staff does not have available human resources to construct this fence.

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):

**N&E Construction
Dale Enochson
Artistic Fence**

b. Solicitation Waiver: **Not Applicable**

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

Only responsive vendor.

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:

Brian Wakeling , Game Chief Ph: (775) 688-1520

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	08/06/2015 12:14:59 PM
Division Approval	kdailey	08/06/2015 12:15:02 PM
Department Approval	eobrien	08/13/2015 13:22:37 PM
Contract Manager Approval	kdailey	08/17/2015 10:18:35 AM
Budget Analyst Approval	sbarkdul	08/26/2015 12:45:54 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: **17043**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: LIQUIVISION TECHNOLOGY, INC.
Agency Code: 702	Contractor Name: LIQUIVISION TECHNOLOGY, INC.
Appropriation Unit: 4465-18	Address: 711 MARKET ST
Is budget authority available?: Yes	City/State/Zip: KLAMATH FALLS, OR 97601
If "No" please explain: Not Applicable	Contact/Phone: 800/229-6959
	Vendor No.: T29002303
	NV Business ID: NV20111264189

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **16-12**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/09/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2019**

Contract term: **4 years and 22 days**

4. Type of contract: **Contract**

Contract description: **Hatchery Tank Cleani**

5. Purpose of contract:

This is a new contract to provide services for cleaning, inspection, and maintenance on an as needed basis in order to maintain fish hatchery and Wildlife Management Area's domestic facilities water supply.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: Upon authorization and approval for services rendered.

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary in order to maintain fish health in the hatchery to clean the tanks.

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

State staff do not have the equipment or expertise.

9. Were quotes or proposals solicited? **Yes**

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

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

**Liquivision
Triple Rinse Solutions**

b. Solicitation Waiver: **Not Applicable**

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

There were only two vendors that were responsive of the two this vendor had greater difference in a lower cost.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Rodd Lighthouse , PE Ph: 775-688-1586

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	09/03/2015 10:45:58 AM
Division Approval	kdailey	09/03/2015 10:46:01 AM
Department Approval	kdailey	09/03/2015 10:46:04 AM
Contract Manager Approval	kdailey	09/09/2015 09:12:29 AM
Budget Analyst Approval	sbarkdul	09/09/2015 09:20:20 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: **16672** Amendment Number: **1**

Agency Name: **DCNR - PARKS DIVISION** Legal Entity Name: **DUBE GROUP INC, DBA - DUBE GROUP ARCHITECTURE**

Agency Code: **704** Contractor Name: **DUBE GROUP INC, DBA - DUBE GROUP ARCHITECTURE**

Appropriation Unit: **4170-10** Address: **458 COURT ST**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89501-1709**

If "No" please explain: **Not Applicable** Contact/Phone: **775/323-1001**

Vendor No.: **T81026981**

NV Business ID: **NV19991421705**

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 %	X	Fees	100.00 % user fee overage
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 **05/11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **234 days**

4. Type of contract: **Contract**

Contract description: **Site Plan Red House**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional engineering and architectural services for the Red House Stabilization Project for Spooner Lake Backcountry. This amendment extends the termination date from September 30, 2015 to December 31, 2015 and increases the maximum amount from \$10,500 to \$20,500 due to a revised construction methodology identified by the project team.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$10,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$20,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?
The historic structure is failing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Limited internal resources; contractor has previous knowledge and experience with this site and structure.

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?

Because of the consultants expertise in historic preservations.

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:

Dube Group was under contract with Nevada State Parks through 12/31/2014 with satisfactory performance.

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	sdecrona	08/25/2015 15:52:00 PM
Division Approval	sdecrona	08/25/2015 15:52:03 PM
Department Approval	sdecrona	08/25/2015 15:52:06 PM
Contract Manager Approval	sdecrona	08/26/2015 09:20:18 AM
Budget Analyst Approval	sbarkdul	08/28/2015 08:34:14 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16644	Amendment Number: 1
Agency Name: DCNR - DIVISION OF WATER RESOURCES	Legal Entity Name: U.S. Geological Survey
Agency Code: 705	Contractor Name: U.S. Geological Survey
Appropriation Unit: 4171-12	Address: 2730 Deer Run Road
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Steven Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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	51.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	49.00 %	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 **07/01/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

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

Contract description: **Base Hydrology JFA**

5. Purpose of contract:

This is the first amendment to the original Joint Funding Agreement, which provides an ongoing operation and maintenance of a stream flow network of 22 gages and 1 reservoir gage, groundwater level data collection, data entry and review and publication of the data to the internet and as an annual publication. This amendment increases the maximum amount from \$775,076 to 795,076 to allow the U.S. Geological Survey to fund the one-time collection of additional stream flow measurements on un-gaged streams to assess the vulnerability of water resources in the western United States to climate change. There is no additional cost to the State of Nevada.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$775,076.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$795,076.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflows and groundwater levels used to assist the State Engineer in the management of the water resources of Nevada.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. 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 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	08/24/2015 08:31:00 AM
Division Approval	bkordono	08/24/2015 08:31:04 AM
Department Approval	abrook1	08/26/2015 07:01:01 AM
Contract Manager Approval	bkordono	08/26/2015 08:32:02 AM
Budget Analyst Approval	sbarkdul	08/28/2015 09:39:51 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17040**

Agency Name: DCNR - FORESTRY DIVISION	Legal Entity Name: Guidance Group, Inv.
Agency Code: 706	Contractor Name: Guidance Group, Inv.
Appropriation Unit: 4195-69	Address: 613 Bryden Avenue
Is budget authority available?: Yes	Suite C #331
If "No" please explain: Not Applicable	City/State/Zip: Lewiston, ID 83501
	Contact/Phone: Mike DeGrosky 2084136629
	Vendor No.:
	NV Business ID: NV20151460152

To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDF16-022**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/03/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2015**

Contract term: **58 days**

4. Type of contract: **Contract**

Contract description: **Conference Coordinat**

5. Purpose of contract:

This is a new contract to provide planning and coordination for the 2015 Cohesive Strategy Summit to be held in the fall of 2015. The Nevada Division of Forestry (NDF) is in the process of adopting the National Cohesive Wildland Fire Management Strategy as guiding tenets for strategic planning and operations implementation across the State of Nevada. The summit will be facilitated to identify short-term and long-term tangible activities in implementing the Cohesive Strategy for Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,000.00**

Other basis for payment: Upon receipt and approval of contractor invoices, not to exceed \$ 22,967.40 as defined in Cost Schedule Alternative 1. Excess costs may be reimbursed to the contractor with prior written approval from the Nevada Division of Forestry, not to exceed a total of \$28,000 including excess costs, subject to the terms of the Invitation to Quote. If the event is cancelled the contractor will be reimbursed for expenses incurred up to the time of the contract cancellation.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry (NDF) is in the process of adopting the National Cohesive Wildland Fire Management Strategy as guiding tenets for strategic planning and operations implementation across the State of Nevada. A conference will be held in the fall of 2015 in Reno, NV to bring together stakeholders (federal state, local and others) in Nevada to identify short-term and long-term tangible activities in implementing the Cohesive Strategy for Nevada. The conference will

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

This contract requires an experienced and well-recommended facilitator to provide sufficient logistical support and arrangements for all attendees. Neither the state nor NDF have employees that are able to facilitate a conference of this magnitude.

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):

Lavery Group
Enviroissues
Desert Research Institute
Guidance Group, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen as the highest scoring vendor based n the solicitation evaluation and scoring.

d. Last bid date: 06/22/2015 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:
Ryan Shane, Conservation Staff Specialist II Ph: 684-2511

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkidd	09/01/2015 07:22:03 AM
Division Approval	dprather	09/01/2015 08:18:23 AM
Department Approval	dprather	09/01/2015 08:18:27 AM
Contract Manager Approval	ldunn	09/01/2015 16:52:59 PM
Budget Analyst Approval	sbarkdul	09/03/2015 07:42:52 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17002**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: KELLY J MIER
Agency Code: 901	Contractor Name: KELLY J MIER
Appropriation Unit: 3253-10	Address: KELLY MIER ARCHITECTURE
Is budget authority available?: Yes	4300 NEIL RD APT 80
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89502-5194
	Contact/Phone: 775/225-8214
	Vendor No.: T27034339
	NV Business ID: NV20141012259

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: **2013-17-BEN**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/12/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 292 days**

4. Type of contract: **Contract**

Contract description: **BEN Architect - N**

5. Purpose of contract:

This is a new contract to provide architectural, engineering and project management expertise for a major remodel/rehabilitation of the food court at the Nevada Department of Transportation building in Carson City and the upcoming remodel/rehabilitation of the food court in the Washoe County Administration Building in Reno.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,750.00**

Other basis for payment: Work will be performed on a work order basis, as needed, at \$85/hr, invoices will be paid upon acceptance of the work performed by authorized BEN personal with the total contract amount not to exceed \$12,750.

II. JUSTIFICATION

7. What conditions require that this work be done?

BEN is obligated to provide full support to visually impaired operators of snack bars located in Federal, State, County and City buildings. Some of the snack bars are run down and not appealing to customers, thus impacting the revenue of the operators. These locations need to be updated and freshened to enhance the operators revenue stream and professional assistance is required with architectural drawings, engineering schematics and project oversight.

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

Agency employees are not registered architects or certified engineers and the projects are too small to involve Public Works.

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?

[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?

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

[Redacted]

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:

Andy Chao, BEO I Ph: 775-687-6876

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	08/24/2015 13:33:08 PM
Division Approval	shendren	08/27/2015 12:46:19 PM
Department Approval	mcost1	09/02/2015 14:01:00 PM
Contract Manager Approval	kwynands	09/03/2015 13:32:34 PM
Budget Analyst Approval	tgreenam	09/12/2015 10:34:54 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: **17023**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: BOARD OF REGENTS-TMCC
Agency Code: 901	Contractor Name: BOARD OF REGENTS-TMCC
Appropriation Unit: 3265-09	Address: TMCC CONTROLLERS OFFICE
Is budget authority available?: Yes	7000 DANDINI BLVD
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89512-3999
	Contact/Phone: 775/673-7155
	Vendor No.: D35000812
	NV Business ID: Governmental Agency
To what State Fiscal Year(s) will the contract be charged?	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	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2014-16-REHAB**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/12/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **292 days**

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

Contract description: **TMCC-Arrow Electron**

5. Purpose of contract:

This is a new interlocal agreement to provide site specific classroom training, operated by Truckee Meadows Community College (TMCC) in Reno. TMCC will work with eligible clients who require additional training and support to fulfill their interest of a career in a distribution center environment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,480.00**

Other basis for payment: \$3,080 will be paid at the completion of each four (4) classroom session with a maximum of six (6) training sessions and the total contract is not to exceed \$18,480

II. JUSTIFICATION

7. What conditions require that this work be done?

The contract will provide Vocational Rehabilitation clients with on-site training by skilled instructors while also participating in a concurrent six (6) week internship at the Arrow Electronics Distribution Center in Reno. At the completion of the six (6) internship, successful clients will receive a Completion Certificate that is highly valued by many companies.

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

State employees are not qualified to teach the skills that are required.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal - TMCC

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Regent TMCC has contracted with the department since 2003 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 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:

KEN PIERSON, CHIEF, DISABILITY EMPLOY POLICY Ph: 775-823-8100

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	08/24/2015 13:34:59 PM
Division Approval	shendren	08/27/2015 12:47:00 PM
Department Approval	mcost1	09/02/2015 14:03:25 PM
Contract Manager Approval	kwynands	09/03/2015 13:33:42 PM
Budget Analyst Approval	tgreenam	09/12/2015 10:13:22 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14728** Amendment Number: **1**
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **SUBURBAN ELEVATOR OF NEVADA**
 Agency Code: **902** Contractor Name: **SUBURBAN ELEVATOR OF NEVADA**
 Appropriation Unit: **4771-07** Address: **130 PRAIRIE LAKE RD UNIT D**
 Is budget authority available?: **Yes** City/State/Zip: **EAST DUNDEE, IL 60118**
 If "No" please explain: **Not Applicable** Contact/Phone: **Jeff Wolf 847/783-6200**
 Vendor No.: **T27012322**
 NV Business ID: **NV20051561925**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

<input checked="" type="checkbox"/>	General Funds	1.90 %	Fees	0.00 %	
<input checked="" type="checkbox"/>	Federal Funds	69.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	29.10 %	Business Enterprises of Nevada, ESD Special Fund and Career Enhancement Program

Agency Reference #: **1854-15-DETR**

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **11/01/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2017**

Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Elevator Maintenance**

5. Purpose of contract:
This is the first amendment to the original contract, which continues ongoing maintenance and monitoring service for the elevators located at 3405 Maryland Parkway and 2800 East Saint Louis Avenue in Las Vegas, Nevada. This amendment extends the termination date from October 31, 2015 to October 31, 2017 and increases the maximum amount from \$9,720 to \$19,440 due to continues need for service.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,720.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$9,720.00
4.	New maximum contract amount:	\$19,440.00

II. JUSTIFICATION

7. What conditions require that this work be done?
OSHA regulation, safety and staff use of elevator.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees do not have the expertise or license to do this type of work.

9. Were quotes or proposals solicited? **Yes**

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

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

ThyssenKrupp Elevator
Suburban Elevator
Otis Elevator

b. Solicitation Waiver: **Not Applicable**

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

Vendor offered the best rates.

d. Last bid date: 06/03/2013 Anticipated re-bid date: 06/03/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Suburban Elevator of Nevada has provided satisfactory service to the Department since 2007.

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	jbende2	07/30/2015 08:37:41 AM
Division Approval	mcost1	08/26/2015 08:24:41 AM
Department Approval	mcost1	08/26/2015 08:24:45 AM
Contract Manager Approval	btaylo7	08/26/2015 09:26:52 AM
Budget Analyst Approval	tgreenam	09/12/2015 10:25:36 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: **16955**

Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION**
 Agency Code: **902**
 Appropriation Unit: **All Budget Accounts - Category 04**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **COMPLETE ELECTRIC LLC**
 Contractor Name: **COMPLETE ELECTRIC LLC**
 Address: **1655 MARIETTA WAY STE 102**
 City/State/Zip: **SPARKS, NV 89431-6000**
 Contact/Phone: **Rich Barker 775/852-1361**
 Vendor No.: **T27025181**
 NV Business ID: **NV20061717795**

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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	1.90 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	69.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	29.10 % BEN, ESD Special Use Fund and Career Enhancement Program

Agency Reference #: **2009-18-DETR**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/01/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Electrical Service**

5. Purpose of contract:

This is a new contract which continues ongoing electrical installation and maintenance service for the facilities located in Reno, Sparks, Carson City and Fallon, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: \$70/hr. from 7:00 a.m. to 4:30 p.m. Monday through Friday; overtime \$105/hr. (includes emergency, weekend, holidays or non-standard work hours); Parts and materials are to be supplied by the Vendor and will be paid by invoice per job or bid; serving Reno, Sparks Carson City and Fallon, with the total Contract not to exceed \$24,500.

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to maintain electrical/lighting systems for staff and computer systems.

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

Employees do not have the equipment or expertise to do this type of work.

9. Were quotes or proposals solicited? **Yes**

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

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

Complete Electric
Nelson Electric
Gust Electric

b. Solicitation Waiver: **Not Applicable**

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

A pool of Vendors are being awarded Contracts.

d. Last bid date: 06/05/2015 Anticipated re-bid date: 06/05/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Complete Electric has provided the Department with satisfactory service since 2010.

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:

Brandon Taylor, Facilities Manager Ph: 684-3900

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	07/27/2015 15:33:09 PM
Division Approval	mcost1	08/25/2015 16:32:01 PM
Department Approval	mcost1	08/25/2015 16:32:04 PM
Contract Manager Approval	btayo7	08/25/2015 16:47:06 PM
Budget Analyst Approval	tgreenam	08/27/2015 15:57:24 PM

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: September 2, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Tiffany Greenameyer, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

**DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION –
REHABILITATION DIVISION**

Agenda Item Write-up:

The Rehabilitation Division has been requested to provide the Board of Examiner's with an annual report on Provider Agreements that summarizes the amount expended for the previous state fiscal year, this report is for the fiscal year ending June 30, 2015.

Additional Information:

Per the March 2014 Board of Examiners the agency has been requested to provide an annual report due July 31st of each year that is based upon information captured in the tracking database for the prior state fiscal year.

Statutory Authority:

N/A

REVIEWED: SB

INFO ITEM: _____

BRIAN SANDOVAL
GOVERNOR



DON SODERBERG
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: September 08, 2015

TO: James R. Wells, Clerk
Board of Examiners

FROM: Don Soderberg, Director, *for* Mark Costa, ASO IV
Department of Employment, Training and Rehabilitation

SUBJECT: SFY 2015 Provider Agreements Annual Report

The Department of Employment, Training and Rehabilitation respectfully requests for the attached state fiscal year 2015 Provider Agreements annual report, on which summarizes the amounts expended, be placed on the October 2015 Board of Examiners (BOE) agenda per the directive from the March BOE meeting.

Thank you for considering this request.

Department of Employment, Training, and Rehabilitation - Vocational Rehabilitation FY 2015 Provider Agreements

CONTRACTOR	YTD Expended (Autho Paid)	Agreement Balance	Spending Authority	Effective Date	Termination Date	Business License
Farr, Robert	\$742.98	\$199,257.02	\$200,000.00	7/9/2014	7/9/2016	04/30/16
Total AT Services	\$742.98					
American Sign Language Communication, LLC (formerly: Signing Resources LLC)	\$100,675.50	N/A	N/A	7/1/2015	7/1/2017	05/31/16
Network Interpreting Service, Inc.	\$22,911.00	N/A	N/A	7/2/2015	7/2/2017	12/31/15
Preston Bass Interpreting Services	\$16,508.11	N/A	N/A	6/27/2015	6/27/2017	06/30/16
Sign Language Communication Services, Inc.	\$44,975.00	N/A	N/A	6/27/2015	6/27/2017	08/31/16
Varela, Marco	\$10,448.75	\$189,551.25	\$200,000.00	6/17/2014	6/17/2016	04/30/16
Total Communication Services	\$195,518.36					
American Comprehensive Counseling	\$5,231.99	N/A	N/A	6/6/2015	6/6/2017	03/31/16
Araza, Jack PhD	\$50,025.00	N/A	N/A	8/13/2015	8/13/2017	03/31/16
Browning Psychological Services (Relationship Matters, Inc.)	\$11,130.21	\$88,869.79	\$100,000.00	9/20/2013	9/20/2015	01/31/16
Comprehensive Empowerment Group, Inc. (formerly Wellness, Redemption & Rehabilitation Program, Inc.)	\$0.00	N/A	N/A	2/8/2015	2/8/2017	12/31/15
Harris, Sharon MS, MFT, LADC	\$750.00	N/A	N/A	3/19/2015	3/19/2017	04/30/16
Holland, Stephanie Ltd. (Desert Psychological)	\$10,180.00	N/A	N/A	8/15/2015	8/15/2017	12/31/15
Kinsora Institute of Neuroscience	\$0.00	\$100,000.00	\$100,000.00	8/2/2015	8/2/2017	10/31/15
LifeQuest Behavioral Health Center (US Holdings LLC)	\$182.59	N/A	N/A	10/30/2014	10/30/2016	10/31/15
McKay, Ken LTD	\$62,820.00	N/A	N/A	4/29/2015	4/29/2017	09/30/15
Merrill, Craig dba Sierra Counseling Center	\$0.00	\$100,000.00	\$100,000.00	5/28/2013	8/16/2014	06/30/14
Never Give Up Behavioral Health Services	\$0.00	N/A	N/A	4/27/2015	4/27/2017	06/30/16
New Vistas International, LLC	\$0.00	\$200,000.00	\$200,000.00	1/28/2014	11/18/2014	09/30/15
Northern Nevada Psychology, LLC (formerly Hixon-Brenenstall, Sheri PhD)	\$62,179.80	N/A	N/A	11/27/2013	11/27/2015	08/31/16
Ross, Staci R. PhD Inc.	\$12,033.15	N/A	N/A	8/2/2015	8/2/2017	12/31/15
Sierra Counseling & Neurotherapy	\$0.00	\$100,000.00	\$100,000.00	4/29/2013	11/17/2014	01/31/15
Young, Ted W PhD	\$4,395.00	\$95,605.00	\$100,000.00	9/18/2013	9/18/2015	01/31/16
Total Counseling	\$218,927.74					
CSST Behavioral Health Services, LLC	\$0.00	N/A	N/A	11/7/2014	11/7/2016	05/31/16
Total Counseling, Employment Supports	\$0.00					
Dan DeBonis, DDS	\$0.00	\$100,000.00	\$100,000.00	4/23/2013	9/16/2014	02/29/16
Total Dental	\$0.00					
A Brighter Day Family Services	\$5,246.50	\$194,753.50	\$200,000.00	6/17/2014	6/17/2016	03/31/16
Aacres NV, LLC	\$130,499.24	N/A	N/A	2/21/2014	6/30/2015	01/31/16
Absolute Transformation	\$0.00	N/A	N/A	5/7/2015	5/7/2017	04/30/16
Ackerman, John dba Workforce Solutions	\$16,644.00	\$183,356.00	\$200,000.00	1/28/2013	12/12/2014	11/30/14
Agape Resiliency Training	\$12,735.00	N/A	N/A	8/22/2014	8/22/2016	08/31/16
ASAP	\$0.00	\$100,000.00	\$100,000.00	9/18/2013	4/24/2015	05/31/15

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Aspergers Training, Employment and Life Skills (formerly Achievement Academy, The)	\$54,607.50	N/A	N/A	9/24/2013	9/24/2015	05/31/16
AT Consulting (Thomas, Alyce)	\$8,254.00	N/A	N/A	10/7/2013	6/4/2015	06/30/15
Better Life Support Group Inc.	\$8,209.00	N/A	N/A	7/10/2014	7/9/2015	04/30/16
Callender, James A.	\$53,843.75	N/A	N/A	5/28/2015	5/28/2017	11/30/15
Capital Voc Consulting (Italcol, Inc.)	\$3,704.70	N/A	N/A	6/28/2015	6/28/2017	08/31/16
Career & Life Skills Consultant (Shaw, Grace M)	\$6,680.00	N/A	N/A	4/10/2015	4/10/2017	08/31/15
Char Upham Consulting	\$1,433.50	N/A	N/A	5/14/2015	5/14/2017	11/30/15
Credivity Family Services	\$230.00	N/A	N/A	2/18/2015	2/18/2017	11/30/15
Elite Community Services, LLC	\$85,058.50	N/A	N/A	2/11/2015	2/11/2017	07/31/16
Employment Support Services, LLC	\$13,771.00	N/A	N/A	2/18/2015	2/18/2017	01/31/16
Empowering Services (Maxey, Jennifer)	\$102,945.00	N/A	N/A	11/27/2013	11/27/2015	04/30/16
Excentra, Odyssey Services Corp.	\$1,600.00	N/A	N/A	1/29/2015	1/29/2017	11/30/15
Expanding Life, LLC	\$151,468.97	N/A	N/A	6/6/2015	6/6/2017	02/29/16
Haugen & Keck, Inc.	\$30,001.03	N/A	N/A	1/30/2015	1/30/2017	03/31/16
Health and Happiness Services, Inc.	\$0.00	N/A	N/A	4/27/2015	4/27/2017	04/30/16
Hope for Prisoners	\$1,000.00	N/A	N/A	5/9/2015	5/9/2017	01/31/16
Inclusive Job Placement Services (Millett, Debra)	\$0.00	N/A	N/A	9/3/2014	9/3/2016	05/31/15
Job Development Coach Inc.	\$137,046.75	N/A	N/A	4/23/2015	4/23/2017	04/30/16
JOIN, Inc.	\$6,240.96	\$93,759.04	\$100,000.00	12/19/2013	12/19/2015	06/30/16
Junior Blind of America	\$0.00	\$100,000.00	\$100,000.00	8/12/2015	8/12/2017	07/31/15
KET Consulting (Tognoli, Kascia)	\$18,960.24	\$181,039.76	\$200,000.00	7/10/2014	7/10/2016	02/29/16
Large, Cassandra	\$0.00	\$100,000.00	\$100,000.00	6/27/2013	11/17/2014	07/31/14
LV Central Foursquare	\$0.00	\$100,000.00	\$100,000.00	1/29/2013	8/16/2014	01/31/14
Marcinik, Sean	\$61,939.54	N/A	N/A	3/25/2015	3/25/2017	01/31/16
National Telecommuting Institute	\$19,400.00	\$80,600.00	\$100,000.00	3/26/2014	3/26/2016	03/31/16
NCM Consulting (McRight, Nancy)	\$14,934.50	N/A	N/A	6/6/2015	6/6/2017	05/31/16
New Beginning Job Specialists, Inc. (formerly: International Disability Assistance Inc.)	\$26,764.00	N/A	N/A	6/6/2015	6/6/2017	02/29/16
Northern Nevada Center for Independent Living	\$39,157.06	N/A	N/A	1/28/2014	1/28/2016	03/31/16
Preston, Bernard	\$5,092.50	N/A	N/A	4/23/2015	4/23/2017	08/31/15
Professional Help, LLC	\$0.00	N/A	N/A	3/16/2015	3/16/2017	11/30/15
ProLogistix	\$22,743.28	N/A	N/A	9/5/2014	9/5/2016	08/31/15
RAGE	\$0.00	N/A	N/A	6/27/2015	6/27/2017	01/31/16
Special Employment Services, Inc	\$0.00	N/A	N/A	7/9/2015	7/9/2017	08/31/15
ST Gregg & Associates Inc.	\$36,745.01	N/A	N/A	5/28/2015	5/28/2017	09/30/15
STS Temps	\$9,289.28	\$90,710.72	\$100,000.00	9/12/2013	9/12/2015	04/30/16
T&K Consultants	\$42,532.80	N/A	N/A	5/16/2015	5/16/2017	05/31/16
Taking A.C.T.I.O.N. (Trotter, Breaua)	\$4,700.00	N/A	N/A	11/4/2014	11/4/2016	05/31/16

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Transcendence, LLC	\$0.00	N/A	N/A	2/18/2015	2/18/2017	12/31/15
Wasula, Wendy Inc.	\$4,141.00	\$95,859.00	\$100,000.00	3/27/2013	1/22/2015	05/31/15
Workable Choices, LLC	\$0.00	N/A	N/A	3/21/2015	3/21/2017	12/31/15
Wunderlin, Christine	\$4,046.50	N/A	N/A	5/9/2013	4/24/2015	12/31/15
Young, Barbara (Barbara Young & Assoc.)	\$881.25	N/A	N/A	4/23/2015	4/23/2017	03/31/16
DHHARC	\$0.00	\$100,000.00	\$100,000.00	4/29/2013	4/29/2015	12/31/15
Foster, Stephen C dba Stephen Foster & Assoc	\$4,943.75	N/A	N/A	5/28/2015	5/28/2017	03/31/16
Total Employment Supports	\$1,147,490.11					
Vision Rehabilitation Services	\$44,660.00	N/A	N/A	3/21/2015	3/21/2017	06/30/16
Best Buddies Nevada (Best Buddies, International)	\$17,300.00	N/A	N/A	1/28/2014	1/28/2016	08/31/16
American Rehabilitation Corp.	\$95,316.50	N/A	N/A	4/23/2015	4/23/2017	03/31/16
Empowerment Center	\$1,600.00	N/A	N/A	4/27/2015	4/27/2017	02/29/16
Easter Seals Nevada	\$33,785.25	N/A	N/A	3/27/2015	3/27/2017	02/29/16
Goodwill Industries of Southern NV	\$396,688.41	N/A	N/A	10/29/2013	10/29/2015	02/28/16
High Sierra Industries, Inc.	\$171,543.42	N/A	N/A	4/15/2015	4/15/2017	12/31/15
Opportunity Village	\$272,165.80	N/A	N/A	3/19/2015	3/19/2017	07/31/16
Ormsby Association of Carson City	\$0.00	\$100,000.00	\$100,000.00	6/20/2013	6/20/2015	09/30/15
Salvation Army Clark County	\$0.00	\$100,000.00	\$100,000.00	1/17/2013	1/17/2015	12/31/15
Goodwill Industries of Sacramento Valley	\$46,420.50	\$153,579.50	\$200,000.00	7/9/2014	7/9/2016	12/31/15
Total Employment Supports - Assessments, Communication, Counseling, Medical & Situational Assessments	\$1,079,479.88					
Advantage Resume & Desktop Publishing Co.	\$1,665.00	\$98,335.00	\$100,000.00	10/17/2013	10/17/2015	01/31/16
ComputerCorps	\$486.00	N/A	N/A	6/28/2015	6/28/2017	04/30/16
Disabled Mobility Systems, LLC (Better Life Mobility Center)	\$0.00	N/A	N/A	6/27/2015	12/27/2015	05/31/16
Atha, Pamela S. dba PSA Productions	\$0.00			6/10/2013	7/26/2014	04/30/14
Total General Services	\$2,151.00					
New Ad Marketing (Hispanic Agency, LLC)	\$2,575.00	\$197,425.00	\$200,000.00	7/9/2014	7/9/2016	09/30/15
Watson, Paul	\$1,665.00	N/A	N/A	8/30/2015	8/30/2017	08/31/15
Total General Services - Consulting	\$4,240.00					
United Cerebral Palsy of Nevada	\$75,366.97	N/A	N/A	3/21/2015	3/21/2017	07/31/16
Total General Services, Situational Assessments	\$75,366.97					
Access Building Solutions, LLC	\$11,797.38	N/A	N/A	3/5/2015	3/5/2017	03/31/16
Chermac Builders, Inc.	\$17,583.94	N/A	N/A	2/27/2015	2/27/2017	06/30/16
EB Homes (Eric P Barry)	\$5,835.00	N/A	N/A	4/22/2015	4/22/2017	11/30/15
Graegle Construction and Development LLC	\$0.00	N/A	N/A	2/23/2015	2/23/2017	06/30/16
RAW Enterprises, LLC	\$0.00	N/A	N/A	4/9/2015	4/9/2017	05/31/16
Total Home Modifications	\$35,216.32					

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Nalbome, Vincent P. MD	\$2,610.34	\$97,389.66	\$100,000.00	10/17/2013	10/17/2015	05/31/16
Nocturna Sleep Center, LLC	\$0.00	\$100,000.00	\$100,000.00	1/28/2014	1/28/2016	10/31/15
SFS Therapies (Nukleo-Syd, LLC)	\$0.00	N/A	N/A	10/30/2014	10/30/2016	03/31/16
Undo Tattoo (Smooth Sculpt LLC,)	\$495.00	\$99,505.00	\$100,000.00	3/21/2014	3/21/2016	02/29/16
Total Medical	\$3,105.34					
Sierra Anesthesia Inc. (Hutchens Ltd)	\$1,179.29	\$98,820.71	\$100,000.00	8/20/2013	8/20/2015	12/31/15
Summit Anesthesia Consultants (Swissman, Costas, & Klain, Ltd.)	\$616.01	N/A	N/A	7/11/2015	7/11/2017	02/29/16
Total Medical - Anesthesia	\$1,795.30					
Alpine Audiology Center (Hearing, Speech, Pathology & Reading Center, Inc.)	\$100,254.68	\$99,745.32	\$200,000.00	9/20/2013	9/20/2015	03/31/16
Anderson Audiology	\$57,541.73	\$142,458.27	\$200,000.00	7/1/2015	7/1/2017	07/31/16
Audiology & Hearing Aids of Nevada, Inc.	\$0.00	N/A	N/A	7/11/2015	7/11/2017	04/30/16
Audiology by Holly Nguyen, LLC	\$7,700.60	N/A	N/A	8/22/2014	8/22/2016	02/29/16
Connect Hearing, Inc.	\$3,000.00	\$97,000.00	\$100,000.00	10/14/2013	10/14/2015	04/30/16
Desert Valley Audiology	\$7,176.36	\$92,823.64	\$100,000.00	10/17/2013	10/17/2015	06/30/16
Family Hearing Services	\$27,081.09	N/A	N/A	4/29/2015	4/29/2017	01/31/16
Nevada Hearing & Balance	\$8,897.08	N/A	N/A	7/19/2015	7/19/2017	11/30/15
Northland Hearing Centers, Inc.	\$0.00	\$100,000.00	\$100,000.00	9/24/2013	9/24/2015	12/31/15
Reno Hearing Center (Hearing Plus, Inc.)	\$10,308.16	\$89,691.84	\$100,000.00	9/24/2013	9/24/2015	06/30/16
Sparks Hearing and Balance (Talancon, Jared)	\$0.00	\$100,000.00	\$100,000.00	2/13/2014	2/13/2016	10/31/15
Campbell, Nanci	\$20,805.09	N/A	N/A	6/20/2015	6/20/2017	05/31/16
Silver State Hearing & Balance	\$28,236.59	N/A	N/A	5/16/2015	5/16/2017	05/31/16
Silver State Hearing & Balance (Ryland Hearing Associates)	\$0.00	\$100,000.00	\$100,000.00	6/28/2013	6/1/2015	09/30/15
Total Medical - Audiology and Speech Pathology	\$271,001.38					
Community Health Alliance	\$12,811.90	\$87,188.10	\$100,000.00	9/16/2013	9/16/2015	03/31/16
Total Medical Clinic	\$12,811.90					
Carpi, Mary	\$1,505.00	\$98,495.00	\$100,000.00	10/7/2013	10/7/2015	08/31/15
Eye Clinic of Las Vegas (Marietta Nelson, CHTD)	\$0.00	N/A	N/A	5/15/2015	5/15/2017	08/31/15
Stein, Emil MD, Ltd.	\$0.00	\$100,000.00	\$100,000.00	10/7/2013	10/7/2015	05/31/16
Total Medical - Consultations	\$1,505.00					

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Courtesy Dental (Weiss Dental & Orthodontics Prof. Corp.)	\$1,808.23	\$98,191.77	\$100,000.00	12/20/2013	12/20/2015	08/31/16
Elko Dental Specialists, LLC	\$0.00	\$100,000.00	\$100,000.00	8/13/2015	8/13/2017	04/30/16
Ely Family Dental	\$0.00	\$100,000.00	\$100,000.00	9/10/2013	9/10/2015	04/30/16
Ferris, Gary DMD Ltd	\$26,713.80	\$73,286.20	\$100,000.00	9/20/2013	9/20/2015	05/31/16
Heinen Family Dentistry (Heinen, Ronald F, DDS Ltd)	\$7,763.00	N/A	N/A	7/11/2015	7/22/2015	03/31/16
Heinen, Margaret, DDS	\$18,115.69	N/A	N/A	7/26/2015	7/26/2017	07/31/15
Medina Jr., Jesus DDS	\$19,720.68	\$80,279.32	\$100,000.00	9/24/2013	9/24/2015	03/31/16
Newell, David DDS, PLLC	\$490.00	\$99,510.00	\$100,000.00	7/26/2015	7/26/2017	03/31/16
Sena, Shannon Michael, DDS	\$5,360.00	\$94,640.00	\$100,000.00	5/9/2013	5/9/2015	01/31/16
Smiles Restored (Intermountain Dentures PLLC)	\$3,799.24	\$96,200.76	\$100,000.00	12/12/2013	12/12/2015	12/31/15
Wagner, Wade DDS, CHTD, PC	\$2,460.00	N/A	N/A	7/26/2015	7/26/2017	12/31/15
Wagner, Wayne DDS, CHTD, PC	\$7,451.60	N/A	N/A	7/26/2015	7/26/2017	12/31/15
Wilkin, Todd C. DDS	\$693.00	N/A	N/A	5/15/2015	5/15/2017	05/31/16
Total Medical - Dental	\$94,375.24					
Steinberg Diagnostic Medical (SDMI Limited Partnership)	\$0.00	\$100,000.00	\$100,000.00	8/15/2013	8/15/2015	11/30/15
Total Medical - Diagnostic	\$0.00					
Nevada Ear & Sinus Institute (Sean D. Palacios, MD, PLLC)	\$22,622.49	N/A	N/A	7/12/2015	7/12/2017	09/30/15
Lubritz & Nasri, PLLC	\$20,524.27	\$79,475.73	\$100,000.00	10/7/2013	10/7/2015	08/31/15
Nevada ENT & Hearing Assoc.	\$115,225.63	N/A	N/A	3/6/2015	3/6/2017	06/30/16
Total Medical - ENT	\$158,372.39					
Kong, Ronald MD PC	\$1,045.00	N/A	N/A	7/17/2015	7/17/2017	05/31/16
General and Vascular Associates	\$0.00	N/A	N/A	6/27/2015	6/27/2017	03/31/16
Total Medical - General and Vascular	\$1,045.00					
William Bee Ririe Hospital (White Pine Co. Hospital Dist.)	\$7,262.25	N/A	N/A	7/5/2015	7/5/2017	01/31/16
Total Medical - Hospital/Surgery Cntr	\$7,262.25					
Neurology Center of Las Vegas (Shanker Dixit, MD)	\$0.00	N/A	N/A	8/2/2015	8/2/2017	12/31/16
Total Medical - Neurology	\$0.00					
Nevada Eye Care Professionals	\$12,627.71	N/A	N/A	6/28/2015	6/28/2017	06/30/16
Prestige Laser & Cataract Institute (Jackson Ophthalmology Group, LTD)	\$5,542.93	N/A	N/A	6/28/2015	6/28/2017	08/31/15
The Center for Clear Vision (Conklin, Thomas, MD, PC)	\$0.00	\$100,000.00	\$100,000.00	11/7/2013	11/7/2015	06/30/16
The Laser Cataract Center (Hearne, Isaac MD, PC)	\$570.23	\$99,429.77	\$100,000.00	11/7/2013	11/7/2015	03/31/16
Total Medical - Ophthalmology	\$18,740.87					
Nevada Centre Eye Plastic Surgery (Waggoner, Perry M. MD, LTD)	\$0.00	\$100,000.00	\$100,000.00	6/10/2013	6/10/2015	12/31/15
Total Medical - Ophthalmology/Major Surgery	\$0.00					

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Eye Associates of Nevada (Wellish Vision Institute)	\$0.00	N/A	N/A	4/23/2015	4/23/2017	05/31/16
Eye Care Associates of Nevada (Paul W Hiss, MD, Ltd)	\$9,197.86	N/A	N/A	4/29/2015	4/29/2017	09/30/15
Family Eyecare Associates (Humphreys, Marchant, Humphreys & Cooper OD's LTD)	\$6,562.01	N/A	N/A	7/17/2015	7/17/2017	12/31/15
Gibbons, Thomas OD	\$0.00	\$100,000.00	\$100,000.00	5/9/2014	5/9/2016	11/30/15
Hemmer Eye Care, LLC	\$320.00	\$99,680.00	\$100,000.00	2/13/2014	2/13/2016	10/31/15
InVision Eye Center	\$0.00	\$100,000.00	\$100,000.00	11/27/2013	11/27/2015	04/30/16
Kales, Tyson F OD Ltd	\$26,422.89	N/A	N/A	4/23/2015	4/23/2017	10/31/15
Lipparelli, Matthew OD	\$0.00	\$100,000.00	\$100,000.00	7/17/2013	7/17/2015	03/31/16
Nevada Optical Professional (Williams, Grady)	\$2,548.79	N/A	N/A	7/26/2015	7/26/2017	08/31/15
Northern Nevada Eyecare	\$868.68	N/A	N/A	6/28/2015	6/28/2017	12/31/15
Reno Eye Clinic (Patrick M Hsueh, MD LTD)	\$5,176.52	\$94,823.48	\$100,000.00	8/6/2013	8/6/2015	08/31/15
Robertson & Koenig, LTD	\$493.00	N/A	N/A	5/15/2015	5/15/2017	12/31/16
Robertson, Kent M.OD, Inc.	\$1,155.44	N/A	N/A	5/14/2015	5/14/2017	03/31/16
Sahara Eye Center (Victoria M. Lupei OD, A Prof. Corp.)	\$2,639.20	N/A	N/A	6/6/2015	6/6/2017	09/30/15
Sergio Guzman Optometry, LTD	\$10,236.57	N/A	N/A	4/23/2015	4/23/2017	07/31/16
Shepherd Eye Center	\$0.00	N/A	N/A	7/26/2015	7/26/2017	01/31/16
Total Eye Care (Colon & Alleman, OD, LTD)	\$3,796.72	N/A	N/A	5/14/2015	5/14/2017	12/31/15
Trans-Vision, PC	\$616.34	\$99,383.66	\$100,000.00	7/26/2015	7/26/2017	06/30/16
Tratos, Michele S. DDA, APC	\$545.00	\$99,455.00	\$100,000.00	9/5/2013	9/5/2015	07/31/16
Vision Source (Optometric Partnership, LLC)	\$0.00	\$100,000.00	\$100,000.00	7/26/2015	7/26/2017	12/31/15
Visionary Eye Center (Jason Bolenbaker, OD PC)	\$4,430.35	N/A	N/A	5/14/2015	5/14/2017	07/31/16
Total Medical - Optometry	\$75,009.37					
Continuum	\$37,890.50	N/A	N/A	6/27/2015	6/27/2017	10/31/15
Desert Valley Therapy (THI of Nevada at Desert Valley Therapy)	\$0.00	\$100,000.00	\$100,000.00	1/13/2014	1/13/2016	06/30/15
Integrity Health & Wellness	\$1,400.00	\$98,600.00	\$100,000.00	4/9/2014	4/9/2016	11/30/15
New Century Rehabilitation (ATI Physical Therapy)	\$15,000.00	N/A	N/A	6/19/2015	6/19/2017	02/29/16
Total Medical - Physical Therapy	\$54,290.50					
Hanger Prosthetics & Orthotics West, Inc.	\$761.03	N/A	N/A	4/22/2015	4/22/2017	01/31/16
Hanger Prosthetics & Orthotics, Inc.	\$0.00	N/A	N/A	4/22/2015	4/22/2017	12/31/15
Prosthetic Consulting Technologies	\$12,831.53	\$87,168.47	\$100,000.00	5/9/2014	5/29/2015	10/31/15
Total Medical - Prosthetics, Orthotics	\$13,592.56					
Reno Diagnostic Center (Radiology Consultants, LLC)	\$0.00	N/A	N/A	5/16/2015	5/16/2017	07/31/16
Total Medical - Radiology	\$0.00					

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CONTRACTOR	YTD Expended (Autho Paid)	Agreement Balance	Spending Authority	Effective Date	Termination Date	Business License
Nevada Retina Associates (Jarl C Nielsen, MD Ltd)	\$2,750.70	\$97,249.30	\$100,000.00	11/27/2013	11/27/2015	12/31/15
Rocky Mountain Retina Consultants	\$1,273.07	N/A	N/A	6/20/2015	6/20/2017	03/31/16
Total Medical - Retina Specialist	\$4,023.77					
Speech Therapy Center of Excellence	\$600.00	N/A	N/A	6/27/2015	6/27/2017	12/31/15
Total Medical - Speech therapy	\$600.00					
Box Canyon Surgery Center	\$0.00	N/A	N/A	7/5/2015	7/5/2017	11/30/15
Flamingo Surgery Center (Sunrise Flamingo Surgery Center)	\$3,491.11	N/A	N/A	6/28/2015	6/28/2017	01/31/16
Great Basin Surgical Center, LLC	\$0.00	\$100,000.00	\$100,000.00	11/27/2013	11/27/2015	02/29/16
Shepherd Eye Surgicenter (Las Vegas East Ophthalmology)	\$0.00	\$100,000.00	\$100,000.00	1/6/2014	1/6/2016	06/30/16
Summit Surgery Center (Saint Mary's Outpatient Surgery Center at Galena)	\$0.00	N/A	N/A	6/28/2015	6/28/2017	06/30/16
Wildcreek Surgery Center	\$7,232.63	N/A	N/A	7/11/2015	7/11/2017	10/31/15
Total Medical - Surgery Cntr	\$10,723.74					
Stevenson, Abbie MS, FAAA,	\$4,655.00	N/A	N/A	7/19/2015	7/19/2017	07/31/15
Total Medical - Consultation	\$4,655.00					
Family Wellness Center	\$0.00	N/A	N/A	5/28/2015	5/28/2017	03/31/16
ShrinkWrapt Las Vegas, LLC	\$0.00	N/A	N/A	5/28/2015	5/28/2017	04/30/16
Total Psychological	\$0.00					
Nevada Adult Day Healthcare Center	\$0.00	N/A	N/A	6/28/2015	6/28/2017	06/30/16
Total Services to Family Members	\$0.00					
Grand Total of VR Provider Agreements	\$3,492,042.97					

Department of Employment, Training, and Rehabilitation
Bureau of Disability Adjudication FY2015 Provider Agreements

CONTRACTOR	YTD Expended	Agreement Balance	Spending Authority	Effective Date	Termination Date
Advanced Radiology (Golding Radiology, Ltd.)	\$159.00	N/A	N/A	9/17/2014	9/17/2016
AMCE Physicians Group	\$19,782.00	N/A	N/A	9/12/2014	9/12/2016
Cestkowski, Richard A. DO	\$56,885.50	\$143,114.50	\$200,000.00	5/28/2014	5/28/2016
Gerson, Steven D.O	\$102,769.80	\$97,230.20	\$200,000.00	4/29/2014	4/29/2016
Global Health Evaluations (Valette, Brett)	\$26,150.00	\$0.00	\$0.00	12/22/2014	12/22/2016
Medical Support Los Angeles Multi-Specialty Clinic	\$244,972.00	\$280,028.00	\$525,000.00	5/13/2014	5/13/2016
Neurology Center of Las Vegas (Dixit, Shanker MD PC)	\$5,319.20	\$0.00	N/A	10/17/2014	10/17/2016
Nevada Heart Consultants, Zev Lagstein, MD, Ltd	\$70,209.00	N/A	N/A	10/20/2014	10/20/2016
Pulmonary Medicine Associates	\$542.00	N/A	N/A	8/3/2015	8/3/2017
Rainbow Pediatrics (Racoma, MD, LLC)	\$6,500.00	N/A	N/A	12/5/2014	12/5/2016
RBM Clinic (Maningo, Lucita A)	\$131,122.00	N/A	N/A	10/17/2014	10/17/2016
Redrock Medical Group (R.D. Prabhu - Lata K. Shete, MDs, Ltd.)	\$45.40	\$199,954.60	\$200,000.00	4/29/2014	4/29/2016
Reed, R. Kirby MD	\$15,703.40	\$184,296.60	\$200,000.00	4/29/2014	4/29/2016
Reno Diagnostic Imaging (Radiology Consultants, LLC)	\$27,385.50	N/A	N/A	9/17/2014	9/17/2016
Shepard Eye Center, Ltd.	\$2,390.00	N/A	N/A	5/21/2015	5/21/2017
Sherman, Jerrold MD, Inc.	\$107,004.00	\$92,996.00	\$200,000.00	5/13/2014	4/28/2015
Steinberg Diagnostic Medical Imaging	\$15,428.60	N/A	N/A	10/17/2014	10/17/2016
Complete Family Care Ltd. Newton Yco, DO	\$1,936.80	N/A	N/A	5/20/2015	5/20/2017
Total Medical	\$834,304.20				

Department of Employment, Training, and Rehabilitation
 Bureau of Disability Adjudication FY2015 Provider Agreements

CONTRACTOR	YTD Expended	Agreement Balance	Spending Authority	Effective Date	Termination Date
Anderson Audiology, PC	\$2,861.40	N/A	N/A	12/5/2014	12/5/2016
Lubritz and Nasri	\$5,567.20	N/A	N/A	11/17/2014	11/17/2016
Silver State Hearing & Balance	\$652.00	\$199,348.00	\$200,000.00	5/15/2014	5/15/2016
Total Medical - ENT/Audiology	\$9,080.60				
Eyeclinic of Las Vegas (Nelson, Marietta MD)	\$2,710.00	\$197,290.00	\$200,000.00	4/29/2014	4/29/2016
Kales, Tyson F. OD, Ltd.	\$5,195.00	\$194,805.00	\$200,000.00	3/26/2014	3/26/2016
Quinton, Spencer O.D. Inc.	\$24,120.00	\$175,880.00	\$200,000.00	4/29/2014	4/29/2016
Total Medical - Optometry	\$32,025.00				
Advanced Pediatric Therapies, LLC Julie Bernus Ortiz, CCC-SLP	\$5,565.00	N/A	N/A	9/29/2014	9/29/2016
Riback, Wendy CCC-SLP	\$17,340.00	N/A	N/A	10/15/2014	10/15/2016
SFS Therapies (Nukleo-Syd LLC)	\$28,145.00	\$171,855.00	\$200,000.00	4/1/2014	4/1/2016
Sierra Speech and Language Group, LLC	\$3,290.00	N/A	N/A	5/19/2014	5/19/2016
Total Medical - Speech/Language	\$54,340.00				
Belmont, Teri PhD	\$5,765.00	N/A	N/A	10/17/2014	10/17/2016
Browning Psychological Services (Relationship Matters, Inc.)	\$15,750.00	\$200,000.00	\$200,000.00	5/28/2014	5/28/2016
Desert Psychological (Holland, Stephanie Dr. LTD)	\$2,045.00	N/A	N/A	2/13/2015	2/13/2017
Doncaster, Maria PhD	\$17,555.00	N/A	N/A	9/29/2014	9/29/2016

Department of Employment, Training, and Rehabilitation
 Bureau of Disability Adjudication FY2015 Provider Agreements

CONTRACTOR	YTD Expended	Agreement Balance	Spending Authority	Effective Date	Termination Date
Fabella-Hicks, Verna PhD	\$65,910.00	N/A	N/A	10/9/2014	10/9/2016
Foerster, Lisa M. Psy.D Ltd.	\$84,680.00	N/A	N/A	10/9/2014	10/9/2016
Goldstein, Steven	\$24,330.00	\$175,670.00	\$200,000.00	5/19/2014	5/19/2016
Israel, Joan LCSW	\$202.58	N/A	N/A	10/8/2014	10/8/2016
James, Elizabeth M. PhD	\$28,830.00	N/A	N/A	10/9/2014	10/9/2016
Larson, Lynn Dale PhD	\$65,030.00	\$134,970.00	\$200,000.00	4/29/2014	4/29/2016
Lenkeit, Gary PhD Ltd	\$55,080.00	N/A	N/A	9/29/2014	9/29/2016
Lewis, Richard W. PhD	\$34,940.00	N/A	N/A	10/1/2014	10/1/2016
Loring Psychological Services, LLC	\$6,670.00	N/A	N/A	10/30/2014	12/17/2014
Mahaffey, Martha PhD	\$9,210.00	N/A	N/A	11/14/2014	11/14/2016
Malatesta, Daniel Edd	\$16,370.00	\$183,630.00	\$200,000.00	4/29/2014	4/29/2016
Mayers, Kathleen, PhD	\$36,750.00	N/A	N/A	12/15/2014	12/15/2016
McKay, Ken PhD	\$22,651.72	\$177,348.28	\$200,000.00	4/29/2014	4/29/2016
Neubauer Mental Health Services	\$7,360.00	N/A	N/A	10/30/2014	10/30/2016
Northern Nevada Psychology, LLC formerly Hixon-Brenenstall, Sheri PhD	\$45,176.82	N/A	N/A	4/1/2014	4/1/2016
Paglino, John Psy. D Ltd.	\$27,430.00	N/A	N/A	10/9/2014	10/9/2016
Psychological Solutions for Nevada, Ltd.	\$0.00	N/A	N/A	7/15/2015	7/15/2017
Rogina, Julius M. PhD	\$10,600.00	N/A	N/A	10/30/2014	10/30/2016
ShrinkWrapt Las Vegas, LLC	\$0.00	N/A	N/A	5/5/2015	5/5/2017

Department of Employment, Training, and Rehabilitation
 Bureau of Disability Adjudication FY2015 Provider Agreements

CONTRACTOR	YTD Expended	Agreement Balance	Spending Authority	Effective Date	Termination Date
Wilson, Warner PhD	\$13,165.00	N/A	N/A	11/17/2014	11/17/2016
Winkleman, Bonnie M. PsyD	\$101,950.00	\$98,050.00	\$200,000.00	4/29/2014	4/29/2016
Zucker, Irene PsyD	\$9,760.00	N/A	N/A	10/17/2014	10/17/2016
Zucker, Marc PsyD	\$50,660.00	N/A	N/A	10/17/2014	10/17/2016
Total Psychological	\$757,871.12				
Contreras, Marco E.	\$0.00	N/A	N/A	12/22/2014	12/22/2016
Total Spanish Interpreter	\$0.00				
Grand Total:	\$1,687,620.92				

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2015 SUMMARY (QTR1-QTR4)

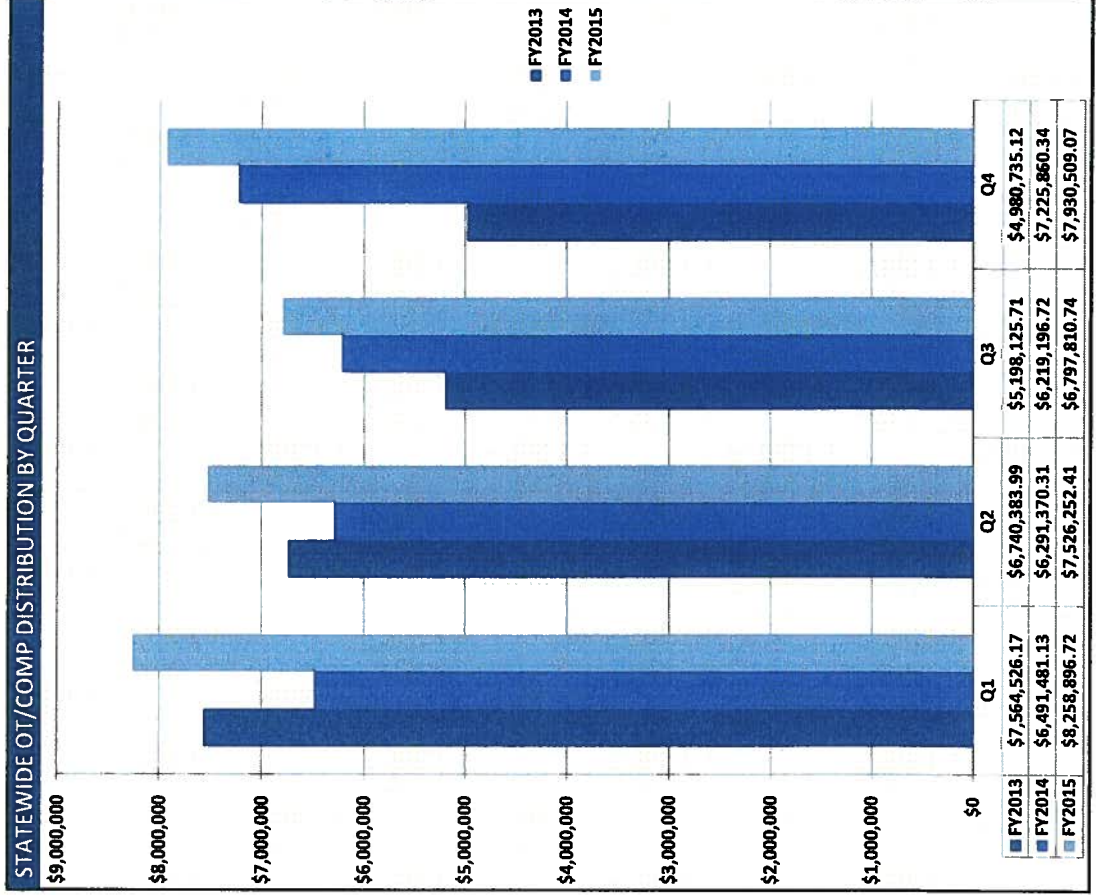
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, October 13, 2015

CUMULATIVE STATEWIDE TOTALS (QTR1-QTR4)				
	FY2013	FY2014	FY2015	
BASE PAY	\$844,662,036	\$867,347,777	\$877,203,212	
OVERTIME PAY + ACCRUED COMP	\$24,483,771	\$26,227,909	\$30,513,469	
TOTAL PAY	\$869,145,807	\$893,575,685	\$907,716,681	
OT/COMP AS A SHARE OF TOTAL PAY	2.82%	2.94%	3.36%	

FY2015 (Q1-Q4)				
Highest OT/Comp expenditures in dollars				
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay	
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$8,036,562	3.18%	
44	DEPARTMENT OF CORRECTIONS	\$7,615,634	5.80%	
65	DEPARTMENT OF PUBLIC SAFETY	\$5,858,752	7.69%	
80	DEPARTMENT OF TRANSPORTATION	\$3,302,683	3.69%	
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,545,861	4.21%	
Highest percentages of OT/Comp as a share of Total Pay				
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay	
65	DEPARTMENT OF PUBLIC SAFETY	\$5,858,752	7.69%	
24	OFFICE OF VETERANS SERVICES	\$724,891	7.43%	
44	DEPARTMENT OF CORRECTIONS	\$7,615,634	5.80%	
43	ADJUTANT GENERAL	\$234,052	4.36%	
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,545,861	4.21%	



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY2015 QUARTERLY COMPARATIVE ANALYSIS vs FY2014

NEVADA DEPARTMENT OF ADMINISTRATION



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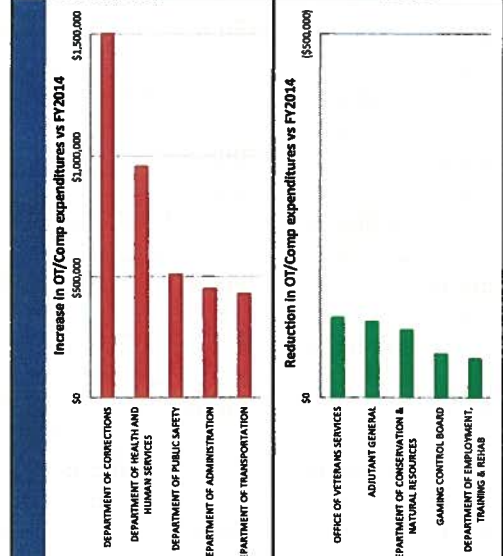
FY2015 - QTR1		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR1
44	DEPARTMENT OF CORRECTIONS	\$734,538
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$474,458
65	DEPARTMENT OF PUBLIC SAFETY	\$269,660
80	DEPARTMENT OF TRANSPORTATION	\$268,134
08	DEPARTMENT OF ADMINISTRATION	\$112,215
Greatest reductions in OT/Comp expenditures vs FY2014		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR1
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	(\$261,493)
61	GAMING CONTROL BOARD	(\$12,074)
72	DEPARTMENT OF WILDLIFE	(\$9,883)
43	ADULTANT GENERAL	(\$6,693)
04	SECRETARY OF STATE'S OFFICE	(\$5,857)

FY2015 - QTR2		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR2
44	DEPARTMENT OF CORRECTIONS	\$449,391
08	DEPARTMENT OF ADMINISTRATION	\$300,380
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$212,979
65	DEPARTMENT OF PUBLIC SAFETY	\$164,552
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$62,106
Greatest reductions in OT/Comp expenditures vs FY2014		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR2
43	ADULTANT GENERAL	(\$62,023)
61	GAMING CONTROL BOARD	(\$17,465)
72	DEPARTMENT OF WILDLIFE	(\$5,121)
06	CONTROLLER'S OFFICE	(\$3,071)
50	COMMISSION ON MINERAL RESOURCES	(\$1,441)

FY2015 - QTR3		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR3
44	DEPARTMENT OF CORRECTIONS	\$312,695
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$297,549
65	DEPARTMENT OF PUBLIC SAFETY	\$77,866
81	DEPARTMENT OF MOTOR VEHICLES	\$51,291
08	DEPARTMENT OF ADMINISTRATION	\$32,107
Greatest reductions in OT/Comp expenditures vs FY2014		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR3
24	OFFICE OF VETERANS SERVICES	(\$46,287)
43	ADULTANT GENERAL	(\$43,038)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$36,466)
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	(\$35,232)
74	DEPARTMENT OF BUSINESS AND INDUSTRY	(\$24,473)

FY2015 - QTR4		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR4
44	DEPARTMENT OF CORRECTIONS	\$667,204
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$201,955
80	DEPARTMENT OF TRANSPORTATION	\$81,344
13	DEPARTMENT OF TAXATION	\$11,910
08	DEPARTMENT OF ADMINISTRATION	\$8,116
Greatest reductions in OT/Comp expenditures vs FY2014		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR4
24	OFFICE OF VETERANS SERVICES	(\$89,579)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$86,715)
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	(\$23,723)
55	DEPARTMENT OF AGRICULTURE	(\$22,630)
72	DEPARTMENT OF WILDLIFE	(\$15,055)

FY2015- QTR1-QTR4 CUMULATIVE TOTALS		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR1-QTR4
44	DEPARTMENT OF CORRECTIONS	\$2,163,828
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$961,262
65	DEPARTMENT OF PUBLIC SAFETY	\$512,239
08	DEPARTMENT OF ADMINISTRATION	\$452,817
80	DEPARTMENT OF TRANSPORTATION	\$432,284
Greatest reductions in OT/Comp expenditures vs FY2014		
Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2014 QTR1-QTR4
24	OFFICE OF VETERANS SERVICES	(\$111,119)
43	ADULTANT GENERAL	(\$104,647)
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	(\$94,374)
61	GAMING CONTROL BOARD	(\$61,253)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	(\$54,400)



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY 2015 QUARTERLY DETAILED ANALYSIS

NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, October 13, 2015

Agency Code	Department	FY2015 QTR1			FY2015 QTR2			FY2015 QTR3			FY2015 QTR4			OT/Comp as a Share of Total Pay (FYTD)					
		Overtime Pay and Accrued Comp	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FYTD - Q1	Overtime Pay and Accrued Comp	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FYTD - Q2	Overtime Pay and Accrued Comp	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FYTD - Q3	Overtime Pay and Accrued Comp	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FYTD - Q4						
01	GOVERNOR'S OFFICE	\$0	\$48,160	0.00%	\$0	\$14,182	0.00%	\$0	\$47,997	0.00%	\$0	\$0	\$65,143	0.00%	\$0	\$1,791,182	0.00%		
02	LEUTENANT GOVERNOR'S OFFICE	\$0	\$72,219	0.00%	\$0	\$48,678	0.00%	\$0	\$74,446	0.00%	\$0	\$0	\$75,195	0.00%	\$0	\$790,139	0.00%		
03	ATTORNEY GENERAL'S OFFICE	\$12,556	\$4,005,199	0.31%	\$7,426	\$5,524,139	0.14%	\$1,294	\$4,477	\$6,328,945	0.10%	\$3,216	\$10,796	\$4,006,019	0.10%	\$1,066	\$3,835,463	0.10%	
04	SECRETARY OF STATE'S OFFICE	\$4,748	\$1,461,506	0.32%	\$5,237	\$1,389,201	0.30%	\$1,211	\$1,286	\$1,620,837	0.29%	\$6,519	\$3,551	\$1,528,167	0.29%	(\$968)	\$6,019,510	0.25%	
05	TREASURER'S OFFICE	\$5,468	\$408,748	0.80%	\$7,076	\$537,681	1.32%	(\$1,105)	\$1,693	\$608,250	0.79%	(\$1,911)	\$6,789	\$579,683	1.17%	\$180	\$3,333,942	0.80%	
06	CONTROLLER'S OFFICE	\$425	\$579,378	0.14%	\$27,098	\$575,339	6.71%	(\$3,021)	\$575	\$688,547	0.81%	(\$869)	\$3,793	\$644,951	0.54%	\$2,308	\$2,480,454	1.30%	
08	DEPARTMENT OF ADMINISTRATION	\$181,955	\$7,605,894	2.39%	\$371,147	\$7,145,273	5.00%	\$300,190	\$302,143	\$8,183,180	1.25%	\$32,107	\$87,415	\$7,817,041	1.17%	\$8,116	\$8,992,549	2.40%	
09	JUDICIAL BRANCH	\$4,027	\$6,970,472	0.17%	\$4,592	\$6,297,086	0.14%	\$7,742	\$2,279	\$7,218,133	0.07%	\$1,502	\$2,481	\$7,188,075	0.07%	\$879	\$27,482,665	0.08%	
10	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$11,126	\$1,112,878	0.80%	\$10,469	\$1,312,096	0.70%	\$1,664	\$4,415	\$1,515,609	0.29%	(\$3,298)	\$5,315	\$1,515,779	0.35%	(\$3,577)	\$5,817,142	0.54%	
12	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$574	\$488,428	0.00%	\$574	\$488,428	0.00%	\$0	\$0	\$779,392	0.00%	\$0	\$0	\$744,512	0.00%	\$0	\$2,404,148	0.02%	
13	DEPARTMENT OF TAXATION	\$14,114	\$1,639,491	0.39%	\$14,424	\$1,393,544	0.43%	\$6,880	\$8,408	\$4,029,310	0.21%	\$2,838	\$24,451	\$4,855,432	0.83%	\$11,910	\$14,893,178	0.41%	
15	COMMISSION ON ETHICS	\$0	\$101,462	0.00%	\$0	\$86,754	0.00%	\$0	\$0	\$97,510	0.00%	\$0	\$0	\$110,733	0.00%	\$0	\$596,640	0.00%	
22	FISCAL RESPONSIBILITY COMMISSION	\$0	\$42,832	0.00%	\$0	\$55,813	0.00%	\$0	\$0	\$48,385	0.00%	\$0	\$0	\$65,951	0.00%	\$0	\$32,162	0.00%	
23	COMMISSION ON POLICE OFFICERS STANDARDS & TRAINING	\$4,890	\$380,285	2.04%	\$2,394	\$198,894	1.20%	(\$1,477)	\$3,777	\$712,541	1.67%	\$2,048	\$1,480	\$195,083	0.76%	(\$1,374)	\$875,524	1.65%	
24	OFFICE OF VETERANS SERVICES	\$138,447	\$2,377,896	10.03%	\$111,766	\$1,308,846	8.17%	(\$1,209)	\$140,833	\$2,591,216	6.21%	(\$44,937)	\$113,748	\$2,472,031	6.00%	(\$49,579)	\$9,750,400	7.43%	
30	DEPARTMENT OF EDUCATION	\$37,499	\$1,957,676	1.91%	\$10,493	\$1,881,406	0.54%	\$5	\$1,739	\$2,189,127	0.17%	(\$3,148)	\$8,766	\$2,138,678	0.41%	(\$1,817)	\$8,147,485	0.74%	
31	STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$1,513	\$11,899	1.07%	\$1,513	\$12,246	0.00%	\$0	\$0	\$13,066	0.00%	\$0	\$0	\$15,452	0.00%	\$0	\$574,483	0.26%	
36	COMMISSION ON POSTSECONDARY EDUCATION	\$0	\$8,170	0.00%	\$0	\$4,065	0.00%	\$0	\$0	\$9,436	0.00%	\$0	\$0	\$12,237	0.00%	\$0	\$16,128	0.00%	
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$1,751,879	\$6,022,964	2.89%	\$1,692,820	\$5,248,106	3.21%	\$12,179	\$2,082,545	\$7,849,554	3.49%	\$297,649	\$2,351,298	\$6,432,480	3.56%	(\$2,721)	\$4,036,582	3.18%	
43	ADJUTANT GENERAL	\$71,453	\$1,318,181	5.34%	\$48,192	\$1,174,865	4.10%	(\$62,013)	\$54,464	\$1,447,504	3.78%	(\$4,038)	\$59,982	\$1,411,207	4.29%	\$7,107	\$3,372,357	4.89%	
44	DEPARTMENT OF CORRECTIONS	\$1,871,394	\$2,116,237	5.81%	\$2,000,134	\$3,045,621	6.70%	\$449,391	\$1,776,815	\$4,894,091	5.09%	\$12,895	\$1,887,291	\$3,415,451	5.61%	\$68,204	\$13,291,091	5.80%	
50	COMMISSION ON MINERAL RESOURCES	\$15,646	\$21,004	7.00%	\$23,211	\$162,414	0.45%	(\$1,441)	\$67	\$111,173	0.36%	(\$2,064)	\$10,718	\$208,061	1.16%	(\$5,848)	\$27,768	3.59%	
55	DEPARTMENT OF AGRICULTURE	\$35,009	\$1,676,618	2.89%	\$32,311	\$1,568,145	1.49%	\$7,214	\$18,718	\$1,707,148	1.85%	\$2,009	\$18,894	\$1,713,976	1.10%	(\$22,639)	\$1,915,511	1.44%	
58	PUBLIC UTILITIES COMMISSION	\$0	\$1,855,869	0.00%	\$0	\$1,575,195	0.00%	\$0	\$0	\$1,810,003	0.00%	\$0	\$0	\$1,723,037	0.00%	\$0	\$6,603,104	0.00%	
61	GAMING CONTROL BOARD	\$111,899	\$5,790,887	1.99%	\$102,419	\$5,412,895	1.89%	(\$37,465)	\$100,020	\$6,234,120	1.61%	(\$12,221)	\$106,147	\$6,027,632	1.70%	(\$14,094)	\$4,920,480	1.80%	
65	DEPARTMENT OF PUBLIC SAFETY	\$1,437,701	\$1,524,277	7.70%	\$1,657,347	\$1,570,070	8.29%	\$164,552	\$1,319,024	\$2,142,557	6.00%	\$77,886	\$1,634,680	\$1,832,157	8.71%	\$161	\$5,836,792	7.69%	
69	COMARADO PARK COMMISSION	\$2,889	\$634,216	0.31%	\$1,883	\$893,511	0.32%	\$322	\$1,085	\$688,973	0.18%	\$965	\$1,459	\$648,993	0.19%	\$179	\$1,535,794	0.30%	
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$928,955	\$9,040,783	9.35%	\$79,385	\$4,309,439	2.20%	(\$4,883)	\$94,440	\$9,027,047	1.00%	(\$35,232)	\$404,720	\$9,567,239	1.29%	\$201,455	\$14,724,233	4.21%	
72	DEPARTMENT OF WILDLIFE	\$79,385	\$1,309,439	2.20%	\$79,385	\$1,309,439	1.95%	(\$4,883)	\$79,385	\$1,309,439	1.65%	(\$11,210)	\$55,747	\$1,319,444	1.48%	(\$15,005)	\$1,416,331	1.86%	
74	DEPARTMENT OF BUSINESS AND INDUSTRY	\$80,873	\$7,971,823	1.01%	\$36,928	\$7,419,833	1.34%	\$38,790	\$47,511	\$8,449,238	0.55%	(\$34,473)	\$42,077	\$8,475,855	0.97%	(\$8,234)	\$32,486,549	0.95%	
80	DEPARTMENT OF TRANSPORTATION	\$1,011,657	\$2,764,105	4.44%	\$812,936	\$2,359,187	3.64%	(\$31,464)	\$651,788	\$2,177,451	2.99%	\$79,343	\$816,112	\$2,485,253	3.65%	\$81,344	\$3,302,481	3.89%	
81	DEPARTMENT OF MOTOR VEHICLES	\$101,841	\$1,195,264	0.91%	\$66,982	\$1,053,592	0.85%	\$17,100	\$148,559	\$1,270,485	1.21%	\$1,591	\$102,373	\$1,183,823	0.87%	\$5,658	\$4,027,285	0.82%	
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REWARD RESOURCES	\$28,587	\$18,954,959	2.19%	\$113,370	\$9,200,280	1.04%	\$62,108	\$44,023	\$10,203,796	1.41%	(\$16,466)	\$118,875	\$9,988,977	1.39%	(\$86,313)	\$9,144,411	1.47%	
92	DEFERRED COMPENSATION	\$0	\$11,885	0.00%	\$0	\$11,018	0.00%	\$0	\$0	\$15,187	0.00%	\$0	\$0	\$15,087	0.00%	\$0	\$2,177	0.00%	
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$177	\$82,749	0.05%	\$0	\$499,304	0.00%	\$0	\$0	\$399,139	0.00%	\$0	\$78	\$392,081	0.18%	\$78	\$495	\$1,523,273	0.06%
96	SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$165,816	0.00%	\$0	\$217,085	0.00%	(\$575)	\$0	\$199,746	0.00%	(\$68)	\$0	\$215,705	0.00%	\$0	\$788,421	0.00%	
STATEWIDE TOTALS:		\$9,259,897	\$223,009,688	3.70%	\$7,526,252	\$121,124,166	3.55%	\$1,234,842	\$6,797,811	\$238,270,555	2.85%	\$578,618	\$7,950,509	\$233,812,262	3.93%	\$704,649	\$907,716,681	3.56%	



OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY 2015 DETAILED CUMULATIVE COMPARISON (QTR1-QTR4) vs FY2013-FY2014

NEVADA DEPARTMENT OF ADMINISTRATION

Tuesday, October 13, 2015

Agency Code	Department	FY 2013 QTR1-QTR4			FY 2014 QTR1-QTR4			FY 2015 QTR1-QTR4				
		Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay		
01	GOVERNOR'S OFFICE	\$2,555	\$2,322,866	0.11%	\$1,601	\$2,950,243	0.07%	\$994	\$0	\$2,479,182	0.00%	(\$1,601)
02	LEUTENANT GOVERNOR'S OFFICE	\$0	\$286,495	0.00%	\$0	\$277,726	0.00%	\$0	\$0	\$290,538	0.00%	\$0
03	ATTORNEY GENERAL'S OFFICE	\$23,397	\$23,284,010	0.10%	\$30,739	\$4,278,977	0.13%	\$7,342	\$37,365	\$23,865,463	0.13%	\$4,626
04	SECRETARY OF STATE'S OFFICE	\$30,337	\$6,047,967	0.50%	\$24,975	\$6,306,338	0.40%	(\$5,942)	\$14,821	\$6,019,510	0.25%	(\$10,154)
05	TREASURER'S OFFICE	\$6,449	\$2,376,056	0.27%	\$18,279	\$2,467,414	0.74%	\$11,831	\$21,006	\$2,333,942	0.40%	\$2,777
06	CONTROLLER'S OFFICE	\$48,743	\$2,389,231	2.04%	\$33,682	\$2,470,749	1.36%	(\$15,061)	\$32,251	\$2,480,454	1.30%	(\$1,481)
08	DEPARTMENT OF ADMINISTRATION	\$586,484	\$29,417,458	2.03%	\$289,673	\$30,733,000	0.94%	(\$296,413)	\$742,490	\$30,552,589	2.40%	\$452,817
09	JUDICIAL BRANCH	\$18,719	\$16,302,657	0.07%	\$5,712	\$7,089,581	0.07%	(\$13,007)	\$21,379	\$7,462,665	0.09%	\$15,666
10	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$34,283	\$5,019,956	0.73%	\$18,236	\$5,724,612	0.50%	(\$9,547)	\$31,534	\$5,817,442	0.54%	\$2,799
12	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$1,396	\$2,610,500	0.05%	\$0	\$2,781,131	0.00%	(\$1,396)	\$574	\$2,804,248	0.02%	\$574
13	DEPARTMENT OF TAXATION	\$34,892	\$14,133,874	0.23%	\$34,440	\$14,802,944	0.23%	(\$4,532)	\$61,417	\$14,893,378	0.41%	\$24,978
15	COMMISSION ON ETHICS	\$0	\$359,424	0.00%	\$0	\$422,657	0.00%	\$0	\$0	\$396,440	0.00%	\$0
22	JUDICIAL DISCIPLINE COMMISSION	\$0	\$197,592	0.00%	\$0	\$193,544	0.00%	\$0	\$0	\$252,162	0.00%	\$0
23	COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	\$20,440	\$98,443	2.13%	\$11,765	\$99,774	1.21%	(\$6,679)	\$12,230	\$87,574	1.43%	\$526
24	OFFICE OF VETERANS SERVICES	\$716,640	\$9,529,276	7.52%	\$485,010	\$9,899,856	8.86%	\$119,870	\$724,891	\$9,750,480	7.43%	(\$111,119)
30	DEPARTMENT OF EDUCATION	\$140,273	\$8,197,924	1.71%	\$57,136	\$7,064,165	0.81%	(\$83,197)	\$60,497	\$8,447,485	0.74%	\$1,361
31	STATE PUBLIC CHARTER SCHOOL AUTHORITY		NO DATA AVAILABLE			\$574,788	0.00%	N/A		\$574,483	0.25%	(\$1,513)
36	COMMISSION ON POSTSECONDARY EDUCATION	\$0	\$22,026	0.00%	\$0	\$23,076	0.00%	\$0	\$0	\$218,328	0.00%	\$0
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$4,494,284	\$27,141,064	1.89%	\$7,075,299	\$38,599,954	2.97%	\$2,581,016	\$4,036,562	\$25,273,105	3.18%	\$961,262
43	ADJUTANT GENERAL	\$306,508	\$5,335,561	5.74%	\$338,699	\$5,448,003	6.22%	\$32,192	\$234,052	\$5,372,357	4.35%	(\$104,647)
44	DEPARTMENT OF CORRECTIONS	\$4,527,598	\$17,602,309	3.55%	\$5,451,806	\$130,463,910	4.18%	\$94,209	\$7,615,634	\$131,881,691	5.00%	\$2,183,828
50	COMMISSION ON MINERAL RESOURCES	\$41,198	\$764,465	5.33%	\$38,082	\$780,365	4.80%	(\$5,116)	\$27,768	\$773,352	3.59%	(\$16,914)
55	DEPARTMENT OF AGRICULTURE	\$60,146	\$3,910,778	1.54%	\$102,148	\$6,655,574	1.53%	\$40,003	\$109,653	\$6,717,567	1.64%	\$7,704
58	PUBLIC UTILITIES COMMISSION	\$0	\$6,768,174	0.00%	\$0	\$6,996,777	0.00%	\$0	\$0	\$6,803,104	0.00%	\$0
61	GAMING CONTROL BOARD	\$520,041	\$4,100,324	2.16%	\$481,734	\$3,741,502	2.03%	(\$38,808)	\$420,480	\$3,415,733	1.80%	(\$61,259)
65	DEPARTMENT OF PUBLIC SAFETY	\$6,035,803	\$77,414,438	7.80%	\$5,346,513	\$75,840,761	7.05%	(\$69,289)	\$5,858,752	\$76,199,961	7.69%	\$512,239
69	COLORADO RIVER COMMISSION	\$4,877	\$2,513,884	0.19%	\$5,281	\$2,562,134	0.21%	\$404	\$7,585	\$2,535,794	0.30%	\$2,304
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,977,419	\$16,315,525	4.52%	\$1,640,234	\$36,879,596	4.45%	(\$37,145)	\$1,545,861	\$36,724,233	4.21%	(\$4,374)
72	DEPARTMENT OF WILDLIFE	\$944,387	\$12,680,248	2.72%	\$286,551	\$12,996,291	2.21%	(\$57,898)	\$246,333	\$13,266,986	1.86%	(\$40,218)
74	DEPARTMENT OF BUSINESS AND INDUSTRY	\$190,651	\$30,387,774	0.63%	\$266,815	\$31,923,600	0.84%	\$74,184	\$309,822	\$32,486,549	0.95%	\$43,007
80	DEPARTMENT OF TRANSPORTATION	\$3,533,048	\$89,740,191	3.94%	\$2,870,399	\$89,668,000	3.30%	(\$942,489)	\$3,302,683	\$89,523,795	3.69%	\$432,284
81	DEPARTMENT OF MOTOR VEHICLES	\$279,027	\$44,198,098	0.63%	\$280,717	\$44,495,442	0.62%	(\$1,680)	\$420,755	\$45,947,285	0.92%	\$140,038
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$493,843	\$45,394,028	1.09%	\$668,814	\$44,424,924	1.51%	\$174,971	\$514,414	\$41,869,982	1.47%	(\$54,000)
92	DEFERRED COMPENSATION	\$0	\$41,861	0.00%	\$0	\$57,573	0.00%	\$0	\$0	\$57,177	0.00%	\$0
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	\$0	\$1,506,447	0.00%	\$0	\$1,587,646	0.00%	\$0	\$485	\$1,233,273	0.00%	\$485
96	SILVER STATE HEALTH INSURANCE EXCHANGE	\$5,217	\$380,888	0.21%	\$2,087	\$784,908	0.26%	\$850	\$0	\$798,421	0.00%	(\$2,067)
STATEWIDE TOTALS:		\$24,482,632	\$869,051,870	2.82%	\$26,227,909	\$893,575,685	2.94%	\$1,745,277	\$30,513,469	\$807,716,681	3.36%	\$4,285,560