POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: 2nd Floor Chambers of the Laxalt Building
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: September 13, 2016 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 AUGUST 9, 2016 BOARD OF EXAMINERS' MEETING MINUTES**

***3. FOR POSSIBLE ACTION – APPROVAL OF A VICTIMS OF CRIME APPEAL**

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

1. Appeal by Jane Heller

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

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 Public Safety – Emergency Management	1	$27,316
Department of Wildlife	1	$86,391
Total		

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

A. Department of Health and Human Services – Public and Behavioral Health – Health Care Facilities Regulations

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with, Alan Croft and Alissa Elder, former employees to assist with mandated inspection requirements due to a critical labor shortage.

B. Department of Health and Human Services – Director's Office and Welfare and Supportive Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director's Office and Welfare and Supportive Services division requests authority to contract with Sarah Honeycutt, a recent graduate and current employee of the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

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

A. Department of Corrections

Pursuant to NRS 333.705, subsection 4, the Department of Corrections seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with Carla Watson, a former Budget Analyst 5 from August 1, 2016 to September 11, 2016 to provide capacity and ensure adequate budget preparations.

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

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

The division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement for the service of:

1. Drug and Alcohol Testing Services

2. Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in the care of Child and Family Services

3. Medication Management, Psychiatric and Psychological Evaluations

B. Department of Health and Human Services – Public and Behavioral Health

The division is requesting Board of Examiners' approval to add the following services to the provider agreement form to enable them to enter into an agreement for the service of:

1. Substance Abuse Treatment Program

*8. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2016 4TH QUARTER REPORT AND FISCAL YEAR 2017 1ST QUARTER RECOMMENDATION

Pursuant to NRS 217.260, the Board of Examiners estimates 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 2016 Victims of Crime Program report states all approved claims were resolved totaling $2,667,472.08 with $1,093,981.41 paid out of the Victims of Crime Program account and $1,573,490.67 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at $12 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 2017.

*9. FOR POSSIBLE ACTION – LEASES (Attached as Exhibit 1)

*10. FOR POSSIBLE ACTION – CONTRACTS (Attached as Exhibit 2)

*11. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT (Attached as Exhibit 3)

12. INFORMATION ITEM (Attached as Exhibit 4)

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than $50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold ($10,000 - $49,999). Attached is a list of all applicable approvals for contracts and amendments approved from July 20, 2016 through August 23, 2016.

- This item includes a contract amendment between the Board of Audiology & Speech Pathology and Paula L. Berkley which was inadvertently missed on the February 9, 2016 meeting. The contract was approved on January 11, 2016 and is now being submitted for review. ***This item relates to contract #37 under Agenda item 10.**

- This item includes a contract between the Department of Education and David Leitner DBA Pacific Research Associates which was inadvertently missed on the July 12, 2016 meeting. The contract was approved on May 22, 2016 and is now being submitted for review. ***This item relates to contract #7 under Agenda item 10.**

13. INFORMATION ITEM

A. Fiscal Year 2016 – 4th Quarter Overtime Report

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*15. 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/

Supporting material for this meeting may be requested from Director Wells at (775) 684-0222 or budget@finance.nv.gov, and is available at the Governor's Finance Office, 209 E. Musser St. Room 200 Carson City, NV 89701. 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 Governor's Finance Office 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 BUSINESS AND INDUSTRY			OMNINET 3300 SAHARA, LLC	$7,401,660
	Lease Description:	This is a new lease to house the department.			
		Term of Lease:	**01/01/2017 – 12/31/2021**	**Located in Las Vegas**	
2.	DEPARTMENT OF BUSINESS AND INDUSTRY – HOUSING			BURGER FAMILY TRUST	$4,261,442
	Lease Description:	This is an extension of an existing lease which includes relocation and additional space to house the division. ***This request is contingent upon Interim Finance Committee's approval of a future action item.**			
		Term of Lease:	**12/01/2016 – 11/30/2026**	**Located in Carson City**	
3.	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – WATER RESOURCES			THE TERRACES #3, LLC	$105,895
	Lease Description:	This is an extension of an existing lease to house the division.			
		Term of Lease:	**11/01/2016 – 10/31/2021**	**Located in Elko**	
4.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH			THE TRUST FOR THE METHODIST DEVELOPMENT OF THE FIRST UNITED METHODIST CHURCH OF CARSON CITY	$712,080
	Lease Description:	This is a relocation lease to house the division.			
		Term of Lease:	**10/01/2016 – 09/30/2023**	**Located in Carson City**	
5.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL			LOVELOCK INDUSTRIAL, LLC	$64,032
	Lease Description:	This is an extension of an existing lease to house the division.			
		Term of Lease:	**10/01/2016 – 09/30/2020**	**Located in Lovelock**	
6.	DEPARTMENT OF PUBLIC SAFETY – PAROLE AND PROBATION			WADE ROBISON	$176,454
	Lease Description:	This is a relocation lease to house the division.			
		Term of Lease:	**09/01/2016 – 11/30/2021**	**Located in Ely**	

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS - BUILDINGS AND GROUNDS	MESA ENERGY SYSTEMS, INC., DBA EMCOR SERVICES NEVADA	FEE: BUILDING AND GROUNDS RENTAL INCOME FEES	$16,000	
	Contract Description:	This is the first amendment to the original contract which provides heating and air systems maintenance and inspection services, as well as fire damper maintenance/inspection services for the Campos Building located in Las Vegas and various state owned buildings throughout Southern Nevada on an as needed basis. This amendment increases the contract maximum amount from $47,600 to $63,600 due to the continued need for these services.				
		Term of Contract:	05/29/2015 - 04/30/2019	Contract # 16707		
2.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT - OFFICE OF ECONOMIC DEVELOPMENT	MPR, INC., DBA THE GLENN GROUP	GENERAL	$250,000	
	Contract Description:	This is a new contract to provide marketing services.				
		Term of Contract:	Upon Approval - 09/30/2018	Contract # 18032		
3.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	CAREER AND TECHNICAL EDUCATION CONSORTIUM OF STATES, INC.	FEDERAL	$294,000	Sole Source
	Contract Description:	This is the fifth amendment to the original contract which provides analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments. This amendment extends the termination date from September 30, 2016 to September 30, 2021, and increases the maximum amount from $726,400 to $1,020,400 due to the continued need for these services.				
		Term of Contract:	08/13/2013 - 09/30/2021	Contract # 14665		
4.	300	DEPARTMENT OF EDUCATION - PROFICIENCY TESTING	DATA RECOGNITION CORPORATION	GENERAL 50% FEDERAL 50%	$511,498	
	Contract Description:	This is the second amendment to the original contract which provides Nevada Ready Student Assessment System services and support statewide on an as needed basis. This amendment increases the maximum amount from $51,457,083 to $51,968,581 due to a modified scope of work that adds scoring and reporting for the 2015 English Language Arts and Mathematics End of Course exams and adds standard setting for these exams and the 2016 Integrate Mathematics End of Course exam.				
		Term of Contract:	08/11/2015 - 08/31/2019	Contract # 16894		
5.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	BOARD OF REGENTS – UNIVERSITY OF NEVADA - RENO	FEDERAL	$583,812	
	Contract Description:	This is a new interlocal agreement to develop and implement a Child Development Associate (CDA) program for infant toddler child care providers. Activities include providing training, coaching and support to providers to earn a CDA credential.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17945		
6.	300	DEPARTMENT OF EDUCATION - DISCRETIONARY GRANTS - RESTRICTED	CAYEN SYSTEMS, LLC	FEDERAL	$31,119	Exempt
	Contract Description:	This is the fifth amendment to the original contract which provides annual maintenance and support for the Cayen After School 21 Statewide System and up to 60 sites in support of the Nevada 21st Century Community Learning Centers program. This amendment extends the termination date from November 30, 2016 to November 30, 2017, and increases the maximum amount from $102,079 to $133,198 due to the continued need for these services.				
		Term of Contract:	03/12/2013 - 11/30/2017	Contract # 13995		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	LEITNER, DAVID, DBA PACIFIC RESEARCH ASSOCIATES	GENERAL 25% FEDERAL 75%	$40,250	Sole Source
	Contract Description:	This is the first amendment to the original contract which continues to provide technical support for the 2016-2017 database opening, data collection, and reporting of annual Pre-K student demographics and data dictionary for future migration. This amendment increases the maximum amount from $22,000 to $62,250 due to the continued need for these services and modifies the scope of work to transition to the states K-12 data system.				
		Term of Contract:	05/19/2016 - 03/31/2020	Contract # 17595		
8.	300	DEPARTMENT OF EDUCATION - DATA SYSTEMS MANAGEMENT	EMETRIC, LLC	GENERAL 6% FEDERAL 94%	$285,000	
	Contract Description:	This is the sixth amendment to the original contract to provide support for the implementation of the Nevada Longitudinal Data System. This amendment increases the maximum amount from $3,463,143 to $3,748,143 to incorporate the Nevada Education Data Portal which will combine the Nevada Accountability Report Card, the Nevada School Performance Framework, and the Nevada Growth Model for Academic Achievement websites into a single dashboard reporting website for use by Nevadans.				
		Term of Contract:	09/11/2012 - 09/30/2017	Contract # 13731		
9.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR RX AND DISABILITY RX	OPTUMRX ADMINISTRATIVE SERVICES, LLC	OTHER: HEALTHY NEVADA FUNDS	$7,200,000	
	Contract Description:	This is a new contract that continues ongoing services for Nevada's two-part State Pharmaceutical Assistance Program known as Senior Rx and Disability Rx. It provides access to discounted prescription drugs and pharmaceutical services for senior citizens and younger persons with disabilities who are not eligible for Medicare Part D and provides coordination of benefits for members who are eligible for Medicare Part D with the Senior Rx and Disability Rx program being secondary to Medicare Part D.				
		Term of Contract:	10/01/2016 - 09/30/2020	Contract # 18055		
10.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	COGNOSANTE CONSULTING, LLC	GENERAL 10% FEDERAL 90%	$2,993,806	
	Contract Description:	This is a new contract to provide independent verification and validation services for the design, development and implementation phase of the Medicaid Management Information Systems Modernization Project.				
		Term of Contract:	09/13/2016 - 03/31/2019	Contract # 18051		
11.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA CHECK-UP PROGRAM	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	$9,429,079	Exempt
	Contract Description:	This is the second amendment to the original interlocal agreement which provides vaccines purchased for Nevada Check Up recipients. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from $4,462,763 to $13,891,842 due to a projected increase in immunization need.				
		Term of Contract:	07/01/2013 - 06/30/2021	Contract # 14228		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - LOW-LEVEL RADIOACTIVE WASTE FUND	US ECOLOGY NEVADA, INC.	OTHER: LOW LEVEL RADIOACTIVE WASTE BURIAL FEES	$291,812	Exempt
	Contract Description:	This is a new contract to provide ongoing maintenance tasks.				
		Term of Contract:	08/01/2016 - 10/31/2016	Contract # 18031		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CONSUMER HEALTH PROTECTION	CHURCHILL COUNTY	OTHER: COUNTY REIMBURSEMENT	$70,823	
	Contract Description:	This is a new revenue interlocal contract that continues to provide environmental health services to meet the needs of the community. The state shall employ a registered environmental health specialist(s) pursuant to NRS 439.140 to provide environmental health services in and for the county.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 18028		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	BOARD OF REGENTS-UNIVERSITY OF NEVADA, LAS VEGAS	OTHER: TRANSFER FROM RADIATION CONTROL PROGRAM	$207,467	
	Contract Description:	This is a new interlocal agreement to provide a State Dental Health Officer in compliance with NRS 439.272 and legislative intent from the 2015 Legislative Session.				
		Term of Contract:	08/15/2016 - 06/30/2017	Contract # 18058		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNITY HEALTH SERVICES	NYE COUNTY	OTHER: COUNTY PARTICIPATION	$67,902	
	Contract Description:	This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses. The areas of emphasis are rural epidemiology, public health emergency preparedness and community health nursing including the treatment and prevention of infectious tuberculosis and sexually transmitted diseases.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 18049		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - MEDICIAL MARIJUANA ESTABLISHMENTS	NEVADA DEPARTMENT OF AGRICULTURE	FEE: DISPENSARY LICENSING FEES	$60,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing 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.				
		Term of Contract:	07/01/2016 - 07/01/2017	Contract # 18044		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DELOITTE CONSULTING, LLP	GENERAL 4% FEDERAL 96%	$2,167,890	
	Contract Description:	This is the sixteenth 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 State of Nevada's publicly-subsidized health coverage programs in one place, accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from $54,086,907.35 to $56,254,797.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders, 048, 061, 071, 073, 074, 078, 081, 082, 085, 086, 087.				
		Term of Contract:	07/01/2012 - 06/30/2017	Contract # 13439		
18.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ENERGY ASSISTANCE PROGRAM	DEPARTMENT OF BUSINESS AND INDUSTRY - HOUSING DIVISION	FEDERAL	$2,102,216	
	Contract Description:	This is a new interlocal agreement which continues to provide the Weatherization Assistance Program (WAP) with 5% of the Low Income Home Energy Assistance Program Block grant funds awarded to assist low income families.				
		Term of Contract:	10/01/2016 - 09/30/2020	Contract # 18017		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	BOARD OF REGENTS - UNIVERSITY OF NEVADA, RENO	GENERAL 59.5% OTHER: HEALTHY NEVADA FUNDS 40.5%	$181,020	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement to provide training, professional development, technical assistance, data collection and management to facilitate the implementation of positive behavioral interventions and supports. This amendment extends the termination date from January 31, 2017 to June 30, 2017 and increases the maximum amount from $31,500 to $212,520 due to the continued need for these services and the addition of Desert Willow Treatment Center and Caliente Youth Center to the list of facilities receiving the training.				
		Term of Contract:	02/16/2016 - 06/30/2017	Contract # 17374		
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	CLARK COUNTY SCHOOL DISTRICT	GENERAL	$523,598	
	Contract Description:	This is a new contract to provide education services for youth at Summit View Youth Center as mandated by Nevada Revised Statute 63.210.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 17873		
21.	440	DEPARTMENT OF CORRECTIONS - ELY STATE PRISON	WHITE PINE COUNTY SHERIFF'S OFFICE	OTHER: REVENUE	$388,780	
	Contract Description:	This is a new revenue interlocal agreement that continues ongoing jail meal service from Ely State Prison to the White Pine County Sheriff's Office for their inmates.				
		Term of Contract:	10/01/2016 - 06/30/2020	Contract # 17857		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	ADVANCE PIERRE FOODS, INC.	FEDERAL	$441,200	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 17996		
23.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	ASIAN FOOD SOLUTIONS	FEDERAL	$688,900	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 17999		
24.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	BONGARDS CREAMERIES	FEDERAL	$641,700	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18000		
25.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	JENNIE-O TURKEY STORE SALES, LLC	FEDERAL	$249,700	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18004		
26.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	LAND O LAKES	FEDERAL	$324,000	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18018		
27.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	LET'S DO LUNCH, INC., DBA INTEGRATED FOOD SERVICE	FEDERAL	$1,984,100	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18019		
28.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	NATIONAL FOOD GROUP, INC., DBA CSV SALES, INC.	FEDERAL	$6,392,000	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18020		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	OUT OF THE SHELL, LLC, DBA YANGS 5TH TASTE	FEDERAL	$1,413,000	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18022		
30.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	TYSON PREPARED FOODS	FEDERAL	$4,574,400	
	Contract Description:	This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18023		
31.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	NORBERG, SCOTT W., DBA NORSOFT CONSULTING	FEE: FINGERPRINT FEES	$1,866,260	
	Contract Description:	This is a new contract to provide ongoing software support and maintenance services for various software systems operated by the Nevada Criminal History Repository.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 17828		
32.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - FOREST FIRE SUPPRESSION	PAC WEST HELICOPTERS, INC.	GENERAL	$150,000	
	Contract Description:	This is a new contract to provide on-going helicopter repair (non-engine) services for the division on an as needed basis.				
		Term of Contract:	09/15/2016 - 08/31/2020	Contract # 18011		
33.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	WINDSOR SOLUTIONS IN NEVADA, INC.	FEDERAL	$800,000	
	Contract Description:	This is a new contract that continues services to participate in the Federal Environmental Exchange Network. The Exchange Network provides a method to submit required environmental regulatory data to the federal government.				
		Term of Contract:	10/01/2016 - 09/30/2020	Contract # 18042		
34.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT	SCARPELLO & HUSS, LTD	OTHER: WORKER'S COMPENSATION AND SAFETY FUND	$200,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides legal services and representation during all Occupational Safety and Health Review Board meetings, hearings and trials. This amendment extends the termination date from November 30, 2016 to November 30, 2017 and increases the maximum amount from $600,000 to $800,000, with the option to renew annually.				
		Term of Contract:	12/01/2013 - 11/30/2017	Contract # 15035		

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35.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - ADMINISTRATION	NCS PEARSON, INC., DBA PEARSON VUE	OTHER: EXAMINATION FEES	$2,163,105	
	Contract Description:	This is a new contract to develop and administer professional real estate license exams.				
		Term of Contract:	01/01/2017 - 12/31/2020	Contract # 17944		
36.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	ADVANCED POWER PROTECTION INDUSTRIES, INC.	HIGHWAY	$99,425	
	Contract Description:	This is the first amendment to the original contract which provides maintenance and emergency services to the back-up power systems for the Department. This amendment extends the termination date from September 30, 2016 to September 30, 2019 and increases the maximum amount from $26,480 to $125,905 due to the continued need for these services.				
		Term of Contract:	09/21/2015 - 09/30/2019	Contract # 17066		
37.	B003	BOARD OF AUDIOLOGY & SPEECH PATHOLOGY	PAULA L. BERKLEY	FEE: LICENSING FEES	$21,000	
	Contract Description:	This is the second amendment to the original contract which provides legislative representation services to the Board. This amendment extends the termination date from December 31, 2016 to November 30, 2017 and increases the maximum amount from $49,000 to $70,000 due to the continued need for these services.				
		Term of Contract:	12/01/13 – 11/30/2017	Contract # 15132		
38.	B007	BOARD OF DENTAL EXAMINERS	MORRIS, POLICH & PURDY	FEE: LICENSING FEES	$500,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides legal counsel to the Board. The purpose of this amendment is to increase the contract amount from $700,000 to $1,200,000.				
		Term of Contract:	10/08/2013 - 06/30/2017	Contract # 14909		
39.	B030	BOARD OF REGISTERED ENVIRONMENTAL HEALTH SPECIALISTS	LORYLYNN, LTD.	FEE: LICENSING FEES	$64,800	
	Contract Description:	This is the first amendment to the original contract which provides for an Executive Director. This amendment increases the contract maximum from $19,800 to $84,600.				
		Term of Contract:	Upon Approval - 08/31/2019	Contract # 17038		

MASTER SERVICE AGREEMENTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	AT&T MOBILITY NATIONAL ACCOUNTS, LLC.	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is the first amendment to the original contract which provides wireless voice and data communications and equipment. This amendment extends the termination date from October 31, 2016 to June 30, 2019 and increases the maximum amount from $3,000,000 to 4,500,000.				
		Term of Contract:	08/14/2012 - 06/30/2019	Contract # 13638		
MSA 2.	MSA	VARIOUS STATE AGENCIES	CELLCO PARTNERSHIP, DBA VERIZON WIRELESS	OTHER: VARIOUS	$5,500,000	
	Contract Description:	This is the first amendment to the original contract which provides wireless voice and data communications and equipment. This amendment extends the termination date from October 31, 2016 to June 30, 2019, increases the maximum amount from 5,000,000 to 10,500,000, and updates vendor contact information.				
		Term of Contract:	08/14/2012 - 06/30/2019	Contract # 13656		

INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	DELTA FIRE SYSTEMS, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	$30,000	
	Contract Description:	This is a new contract that continues ongoing inspection, maintenance and repairs of fire protection and suppression systems on an as needed basis.				
		Term of Contract:	08/01/2016 - 07/31/2020	Contract # 18006		
2.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	MCNEILS CLEANING SERVICE, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	$26,120	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Peace Officer's Standards and Training building (Building #6) on the Stewart Complex in Carson City.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 18008		
3.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	OTIS ELEVATOR COMPANY	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	$35,072	
	Contract Description:	This is the first amendment to the original contract that continues ongoing inspections, repair and maintenance of hydraulic and gear/gearless traction elevators in state owned buildings statewide. This amendment increases the maximum amount from $920,864 to $955,936 due to the continued need for these services.				
		Term of Contract:	10/01/2012 - 10/01/2016	Contract # 13693		
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	RAY HEATING PRODUCTS, INC., DBA RHP MECHANICAL SYSTEMS	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	$44,248	
	Contract Description:	This is a new contract to provide ongoing preventive maintenance and repair services to the HVAC system at the Governor's Mansion.				
		Term of Contract:	09/01/2016 - 08/31/2020	Contract # 18021		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ROSEVILLE TERMITE AND PEST CONTROL, DBA ADVANCE INTEGRATED PEST MANAGEMENT	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	$47,000	
	Contract Description:	This is a new contract that continues ongoing pest control services, exterior and interior, for various state buildings in the Carson City and Reno area.				
		Term of Contract:	08/01/2016 - 06/30/2020	Contract # 18003		
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - MILITARY CIP PROJECTS - NON-EXEC	SIKORA ARCHITECTURE, PC	BONDS 9% OTHER: TRANSFER IN FEDERAL GRANT REVENUE 91%	$24,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Security Fence Addition at the Stead Training Center: CIP Project No. 15-C07; SPWD Contract No. 110503.				
		Term of Contract:	07/27/2016 - 06/30/2019	Contract # 18030		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - All Budget Accounts	PUGSLEY SIMPSON COULTER ARCHITECTS	OTHER: AGENCY FUNDED CIP	$13,600	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Call For Fire Trainer Building at the Floyd Edsall Training Center Facility in North Las Vegas: CIP Project No. 16-A010; SPWD Contract No. 109949. This amendment increases the maximum amount from $33,950 to$47,550 for design of a pre-manufactured metal steel building along with associated travel per the request of the Nevada Army National Guard.				
		Term of Contract:	01/14/2016 - 06/30/2020	Contract # 17392		
8.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	WATER & ENERGY SYSTEMS TECHNOLOGY OF NEVADA, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	$20,000	
	Contract Description:	This is a new contract that continues ongoing maintenance for the cooling towers, chillers and hot water boilers including monthly inspection and preventative maintenance for this equipment.				
		Term of Contract:	10/01/2016 - 09/30/2018	Contract # 17972		
9.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	CIVIC RESOURCE GROUP INTERNATIONAL INCORPORATED	OTHER: VETERANS GIFT ACCOUNT	$20,000	
	Contract Description:	This is a new contract that continues ongoing basic maintenance and support for the web system including the public website and online applications.				
		Term of Contract:	09/01/2016 - 08/31/2017	Contract # 18001		
10.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	LEITNER, DAVID, DBA PACIFIC RESEARCH ASSOCIATES	FEDERAL	$22,000	Professional Service
	Contract Description:	This is a new contact to provide technical support for the 2015-2016 database opening, data collection, and reporting of annual Pre-K student demographics.				
		Term of Contract:	05/19/2016 - 03/31/2020	Contract # 17595		
11.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - NEVADA STATE MUSEUM, LV	LARKIN PLUMBING & HEATING CO., INC.	GENERAL 41.5% OTHER: 17% ADMISSION FEES/41.5% LODGING TAX TRANSFER	$10,444	
	Contract Description:	This is a new contract to replace a water heater at the Nevada State Museum Las Vegas				
		Term of Contract:	07/27/2016 - 09/30/2016	Contract # 18014		
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	ACCURATE BUILDING MAINTENANCE	GENERAL	$47,045	
	Contract Description:	This is a new contract that continues ongoing janitorial services to buildings 1, 2 and 3A on the West Charleston campus which houses outpatient and community based programs.				
		Term of Contract:	08/10/2016 - 12/31/2016	Contract # 18038		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	SIERRA PEST CONTROL, INC.	GENERAL	$44,000	
	Contract Description:	This is a new contract that continues ongoing pest control for Northern Nevada Adult Mental Health Services and Lake's Crossing Center. This contract will cover pest control applications to the interior and exterior of the campus buildings and annual dormant tree treatment.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18002		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH ADMINISTRATION	PUBLIC CONSULTING GROUP, INC.	GENERAL	$24,843	
	Contract Description:	This is a new contract to provide a two-day cost allocation training for 30-35 staff. The vendor will provide the training materials and a written follow-up to any unanswered questions during the training.				
		Term of Contract:	08/01/2016 - 08/31/2016	Contract # 18024		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	BOARD OF REGENTS-UNIVERSITY OF NEVADA - RENO	GENERAL	$26,400	
	Contract Description:	This is a new contract that continues ongoing services to provide clinical consultation to help assist in professional development through the facilitation of Professional Development Groups. Areas of focus for the Professional Development Groups are determined by the facilitator in collaboration with Rural Clinics, to help enhance the clinical knowledge and skills of the participants.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 17969		
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	CARLS AIR CONDITIONING AND SHEET METAL, INC.	OTHER: NEVADA DEPARTMENT OF AGRIGULTURE EQUIPMENT GRANT	$11,800	
	Contract Description:	This is a new contract to provide the labor and materials required to renovate an existing walk-in freezer that has reached the end of its useful life.				
		Term of Contract:	08/19/2016 - 06/30/2017	Contract # 18009		
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	ROE PAINTING, INC.	GENERAL	$38,854	
	Contract Description:	This is a new contract for the preparation and painting of the exterior of the dorm, warehouse and vocational buildings.				
		Term of Contract:	08/16/2016 - 06/30/2017	Contract # 18043		
18.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS, UNIVERSITY OF NEVADA - RENO	FEDERAL	$47,129	Exempt
	Contract Description:	This is a new interlocal agreement to provide a management team to oversee and facilitate the development of the strategic re-entry plan prepared by the University of Nevada, Las Vegas to reduce recidivism of inmates statewide.				
		Term of Contract:	12/10/2015 - 09/30/2016	Contract # 18039		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS, UNIVERSITY OF NEVADA – LAS VEGAS	FEDERAL	$24,781	Exempt
	Contract Description:	This is a new interlocal agreement to provide a strategic re-entry plan to meet statewide recidivism reduction goals using evidence-based practices.				
		Term of Contract:	12/10/2015 - 09/30/2016	Contract # 18037		
20.	550	DEPARTMENT OF AGRICULTURE - REGISTRATION & ENFORCEMENT	EWELL EDUCATIONAL SERVICES, INC.	FEE: PRODUCT REGISTRATION AND TONNAGE FEES	$30,191	Sole Source
	Contract Description:	This is the first amendment to the original contract that continues ongoing development and maintenance of a web-based Pesticide Product Registration data system. This amendment adds the development and maintenance of a web-based registration data system for fertilizer products, tonnage fees and antifreeze product registration fees to the scope of work and increases the maximum amount from $182,162.24 to $212,352.98 due to the continued need for these services.				
		Term of Contract:	09/22/2014 - 10/30/2018	Contract # 16484		
21.	611	GAMING CONTROL BOARD	PULIZ RECORDS MANAGEMENT SERVICES	GENERAL	$15,000	
	Contract Description:	This is a new contract to provide ongoing off-site records storage services.				
		Term of Contract:	10/01/2016 - 09/30/2020	Contract # 18041		
22.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	CASHMAN EQUIPMENT COMPANY	FEE: FINGERPRINT FEES	$20,000	
	Contract Description:	This is a new contract to provide installation and maintenance services for the Mitsubishi Uninterruptable Power Supply system for the Criminal History Repository facility in Carson City.				
		Term of Contract:	07/23/2016 - 08/31/2021	Contract # 17636		
23.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - WATER RESOURCES	WESTERN STATES WATER COUNCIL	OTHER: THIS IS A REVENUE CONTRACT	$45,200	
	Contract Description:	This is a new revenue contract which provides water right and water use data to the Western States Water Council for the public, industry, state and federal agencies participating in the Water Data Exchange Project data sharing initiative.				
		Term of Contract:	07/26/2016 - 09/30/2018	Contract # 18029		
24.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	AUTOMATED TEMPERATURE CONTROLS, INC.	GENERAL	$28,545	
	Contract Description:	This is the first amendment to the original contract which provides heating, ventilation and air conditioning monitoring services for the Elko Interagency Dispatch Center. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from $4,930 to $33,475.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 17645		
25.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	BOARD OF REGENTS – UNIVERSITY OF NEVADA – LAS VEGAS - SCHOOL OF MEDICINE	FEDERAL	$20,698	
	Contract Description:	This is a new intralocal agreement to educate underserved populations on the availability of health insurance and health care.				
		Term of Contract:	08/01/2016 - 12/31/2016	Contract # 18013		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	B003	BOARD OF AUDIOLOGY & SPEECH PATHOLOGY	PAULA L. BERKLEY	OTHER: LICENSING FEES	$12,000	
	Contract Description:	This is the first amendment to the contract, which provides legislative representation services to the Board. This amendment extends the termination date from January 15, 2016 to December 31, 2016 and increases the maximum amount from $37,000 to $49,000 due to the continued need for these services.				
		Term of Contract:	12/01/2013 - 12/31/2016	Contract # 15132		

MINUTES
MEETING OF THE BOARD OF EXAMINERS
August 9, 2016

The Board of Examiners met on August 9, 2016, 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
Janet Murphy for James R. Wells, Clerk

OTHERS PRESENT:
Keith Wells, Department of Administration, Fleet Services
Rudy Malfabon, Department of Transportation
Dennis Gallagher, Office of the Attorney General
Roger Rahming, , Department of Education
Izzy Hernandez, Department of Motor Vehicles
Bryan Nix, Victims of Crime Program
Nicholas Trutanich, Attorney General's Office
Ellen Crecelius, Department of Health and Human Services
Steve Fisher, Department of Health and Human Services
Joe Freeland, Department of Conservation and Natural Resources
John Christophersen, Department of Conservation andNatural Resources
Ryan Shane, Department of Conservation and Natural Resources
Sean McDonald, Department of Motor Vehicles
Melaine Mason, Department of Employment Training and Rehabilitation
Dennis Perea, , Department of Employment, Training and Rehabilitation
Dr. Renee Cantu, Jobs for America's Graduates
Elizabeth Filpot, Job's for America's Graduates
Michelle Tewes, Specialist at Mohave High School
Kim Autderheide, Student at Mohave High School
Krysten McElroy, Student at Mohave High School
Joni Eastley, Nye County, Public Comment

A copy of the sign-in sheets of all of the attendees is available upon request: budget@finance.nv.gov

1. PUBLIC COMMENTS

Comments:

Governor: I will call the Board of Examiners to order. It will be just the Attorney General and me, the Secretary of State is excused. So, we will proceed with agenda item number 1 which is public comment, is there any member of the public here in Carson City that would like to provide comment to the Board? Hearing and seeing none, is there any public comment from Las Vegas? If you shake your head and say, all right. When I was a Judge, I would say, the court reporter cannot pick up a nod or a shake, so I will say for the record that there has been a shake of the head in Las Vegas indicating that there is no public comment from Las Vegas.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 12, 2016 BOARD OF EXAMINERS' MEETING MINUTES

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

Comments:

Governor: We'll proceed to agenda item number 2 which is the approval of the July 12, 2016 Board of Examiners Meeting Minutes. Mr. Attorney General, have you had the opportunity to review the minutes and do you have any changes?

Attorney General: I have Governor and I have no changes.

Governor: Is there a motion for approval?

Attorney General: I move to approve.

Governor: Attorney General has moved for approval of the July 12, 2016 Board of Examiners Meeting Minutes. I second the motion. All in favor please say aye. [ayes around] That motion passes 2-0.

*3. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services	2	$62,950
Department of Agriculture – Registration/Enforcement	1	$6,586
Department of Public Safety - Investigations	3	$87,750
Department of Wildlife	12	$439,715
Total	**18**	**$597,001**

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

Comments:

Governor: We'll move on to agenda item no 3 which is State Vehicle Purchases.

Janet Murphy: Thank you Governor. Item number 3 is a request for State purchased vehicles. The first item is from Department of Administration, Fleet Services. This is for two vehicles to replace two vehicles that were in a wreck. The second request is from the Department of Agriculture, Registration/Enforcement. This is to request one used pick-up truck. They were approved for this purchase by the Interim Finance Committee. The third request is from Department of Public Safety, Investigations. This is a request for three replacement vehicles that were approved in their 2017 budget. The fourth request is from the Department of Wildlife to replace 12 vehicles that were also approved in their 2017 legislatively approved budget.

Governor: Thank you and just for purposes of the record, I know Mr. Wells you're here but for those two automobiles or vehicles that were wrecked, we did get insurance proceeds for those to help defray the cost of this purchase correct?

Keith Wells: Good morning Governor, Members of the Board, for the record Keith Wells, Fleet Services Administrator. To answer your question Governor, yes we did.

Governor: Do you recall how much we got?

Keith Wells: $29,000 for one of them and $5,000 for the next.

Governor: Well, that's what you buy insurance for, right?

Keith Wells: Yes.

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

Attorney General: No Governor, thank you.

Governor: All right. If there are no further questions, the Chair will accept a motion to approve the state vehicle purchases as presented in agenda item number 3.

Attorney General: I move to approve.

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

*4. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL

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

1. **0000 Introduction**
2. **0100 BOE Policies**
3. **0600 Administrative Procedures**
4. **0700 Open Meeting Law**
5. **3500 Group Insurance**

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

Comments:

Governor: We'll move on to approval of additions and revisions to the State Administrative Manual.

Janet Murphy: Thank you. Item 4 seeks approval to revise the State Administrative Manual, also referred to as SAM for the Introduction Chapter, Chapter 100 which is the Board of Examiners Policies, Chapter 600 which is Administrative Procedures, 700 for the Open Meeting Law, and 3500 for Group Insurance. This is the first of several requests that will come before the Board. The Governor's Finance Office in conjunction with the Attorney General's Office and Department of Administration is reviewing all sections of SAM and proposing updates to address the split of the Governor's Finance Office from the Department of Administrationto insure the information is still applicable and also streamline the chapters by linking to NRS and NAC versus restating them. We hope to have another group of chapters at the October Board of Examiners Meeting.

Governor: Are there any substantive changes, big policy changes that need to be—we need to make a record on?

Janet Murphy: Not in this group Governor.

Governor: So, it's just basically changes in verbiage, like you said, associated with the split of the Office of Finance, etc.

Janet Murphy: And, I'd also note that we did post these changes on our website for 30 days to allow the agencies to provide feedback if they wanted to and we did not receive any feedback.

Governor: All right, thank you. Any questions Mr. Attorney General?

Attorney General: No Governor.

Governor: The Chair will accept a motion for approval.

Attorney General: I move to approve.

Governor: All right. Attorney General has moved to approve the additions and revisions to the State Administrative Manual as presented in agenda item number 4. I second the motion. All those in favor say aye. [ayes around] That motion passes 2-0.

*5. 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 – $5,000,000

The department requests settlement approval in the total amount of $5,000,000 to fully resolve an eminent domain action to acquire 10.88 acres of real property owned by K&L Dirt Company LC, located at 12451 Old Highway 95 for the Boulder City Bypass. NDOT previously deposited $2,083,000 with the Court for a right of occupancy. The defendant was paid $1,333,333 in September of 2012 for estimated relocation costs as part of the settlement. This payment will be reimbursed prior to the final settlement. NDOT now requests an additional $5,000,000 to resolve the action. Approval of the additional amount of $5,000,000 and reimbursement of $1,333,333 would bring the total to $7,083,000.

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

Comments:

Governor: We'll move on to agenda item number 5 which is approval to pay a cash settlement.

Janet Murphy: Thank you. Item 5 requests for approval of a cash settlement from the Department of Transportation in the amount of $5,000,000 to fully resolve an eminent domain action to acquire a 10.88 acre real property for the Boulder City Bypass. Approval of the additional $5,000,000 and reimbursement of a relocation cost in the amount of $1,333,330 would bring the total settlement to $7,083,000. Representatives from the Department of Transportation are available to answer any questions the Board may have.

Governor: Morning Mr. Gallagher, Director Malfabon. Please proceed.

Rudy Malfabon: For the record, my name is Rudy Malfabon, Director of Nevada Department of Transportation. With me is Dennis Gallagher, our Chief Counsel from the Attorney General's Office. This settlement is related to the Interstate 11 project in Southern Nevada which NDOT refers to as the Boulder City Bypass Phase 1. We have a construction contract underway for approximately $83 million and NDOT's project ties into the RTC of Southern Nevada's project on I-11 which is approximately $318 million project.

NDOT filed the eminent domain action on the K&L Dirt Parcel on July 31, 2012. We previously provided $1,333,330 for relocation expenses to the owner. They were considering relocating their business but eventually we were able to modify our design and they determined that it was—they were able to keep their business in operation on the remaining property. The owner will reimburse NDOT approximately $1.3 million in unexpended relocation expenses.

NDOT modified its project design reducing the property that we needed to construct our project and reducing it from 17 acres down to about 10.9 acres. We eliminated the frontage road through their property. We consolidated the utilities into a single corridor and tucked it in as closely as we could to the freeway embankment. We also provided access to the property from the new interchange which is currently under construction.

We believe this settlement is in the best interest of the state. K&L Dirt has operated their heavy equipment business there for about—over 20 years. We felt that a jury would be sympathetic to their case. They've operated for a while and here we come in with our project and having some impacts on their business. The Land Owner's Council would argue that this was a Special Purpose Property which is a very complex legal issue and we felt that on those complicated matters related to eminent domain, a jury will often get confused and the jury will split the difference. So, we had deposited a

certain amount. They were willing to, or prepared to, argue that their value was set at above $30 million. We believe it is in the best interest to not go to court with this complex issue and reach a settlement with this new money of $5 million. It also compensates K&L Dirt Company for nearly two acres of permanent utility easements valued at about $550,000 per acre. It also addresses any potential damages to the operation of their business on the remaining property.

So again, we believe it's in the best interest of the state for this settlement. Our Chief Deputy Attorney General, Dennis Gallagher is prepared to answer any legal questions related to this settlement.

Governor: Thank you Director Malfabon. Dennis, on this, are we using outside counsel on this case?

Dennis Gallagher: For the record, Dennis Gallagher. Governor, outside counsel was involved in this case as well as Attorney General Deputies.

Governor: So, do you know how much we've already spent on legal fees in this case?

Dennis Gallagher: If you asked me yesterday at the Transportation Board Meeting. Off the top of my head Governor, I think around $300,000.

Governor: Yeah, no it's a significant amount and I'm getting to my point. We're out $300,000, we're out your time, at least on our side of the equation. What would you expect the attorney fees demand to be on the other side from inception of the case through jury trial, with expert fees?

Dennis Gallagher: $500,000 easily.

Governor: Easily. And the demand in this case was $30 million?

Dennis Gallagher: Just under $31 million.

Governor: And that. We'll call it $31 million is just for the partial taking as Director Malfabon talked about.

Dennis Gallagher: Both the property and damage to their business operations.

Governor: Yes. And, as you know, the challenge in these cases is this, it's not a matter of whether, it's a matter of how much. They get an award from a jury, I guess not considering an offer of judgment, if they get that, they're going to get their attorneys fees as well. So we have to factor all that in. That's why, where I'm getting to as my point is, the net-net of all this is we're paying a little over $7 million to settled this case when the exposure was possibly $31 million plus attorney's fees and costs. Director Malfabon has already said, this is in the best interest of the state, I typically ask that question as well, but so on the state's side, I think this is a great result. We've minimized our exposure in this case. We've provided some certainty for the taxpayers and for the project.

At the same time, a compliment to the Nevada Department of Transportation because instead of just being stubborn and saying this is going to be our route, you redesigned it so this company could keep a family owned business, stay in business, get compensated for that taking that occurred and get a fair payment for it. We've been a good steward of taxpayer money in terms of that payment but at the same time, allowing them to conduct their business. Where I'm going is, I want to make a record about, this is a good settlement not only for the State but as well as the property owner. Also, we

really did take some extraordinary means to try to make this work well for everybody. I know that we endeavor to do that in almost—not almost, in every case. This really was a good result for everybody and allows this project to continue.

My last question is this, is this the final property acquisition for the Boulder City Bypass?

Rudy Malfabon: Yes Governor, it is the final acquisition.

Governor: Maybe this is a question more for Board of Transportation, but did we end up above or below what we had estimated for property acquisition on this project?

Rudy Malfabon: What I heard recently was, we ended up substantially below what we budgeted for the property acquisitions.

Governor: Which is great. As part of this project, there as another property issue where the initial demand was in excess of $100 million and we ended up, I think resolving that case $4 million to $6 million, somewhere in that range. Again, you've worked really hard on this and to come in below frees up that money for other projects.

Rudy Malfabon: Yes, it does free up money to be put to use on other projects.

Governor: Mr. Attorney General, any questions?

Attorney General: I have no questions. I move to approve.

Governor: Any further presentation gentlemen? All right. If there are no further questions, the Chair will accept a motion to approve a cash settlement in the sum of $5,000,000 as presented in agenda item 5. The Attorney General has moved for approval. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0. Thank you very much.

*6. FOR POSSIBLE ACTION – APPROVAL TO PAY FROM THE STALE CLAIMS ACCOUNT

A. Department of Education – $111,797

Pursuant to NRS 353.097, subsection 4, the Department of Education requests approval to pay $111,797 from the Stale Claims Account for a 2015 invoice for the Nevada Pre-Kindergarten Education program from White Pine County School District.

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

Comments:

Governor: Let's move to agenda item number 6 which is approval to pay from the Stale Claims Account, Department of Education.

Janet Murphy: Thank you Governor. Item 6 is a request from the Department of Education to pay a stale claim in the amount of $111,797 for a 2015 invoice for the Nevada Pre-Kindergarten Education program from White Pine County School District. They received the invoice September 2015 and they

paid it in fiscal year 2016. They discovered this error and this would just correct an accounting error. The Agency did revert sufficient funding to cover the stale claim out of the Stale Claims Account.

Governor: Okay. My only question is, some of these smaller counties have challenges in terms of being aware of all the policies and procedures. White Pine County in particular is struggling, their School District, so this is a good thing, this payment. Are these all presented or do we send someone out there to make sure that they know what the processes are so that this doesn't happen again?

Janet Murphy: I believe somebody from the Department is here that can help explain.

Roger Rahming: For the record, Roger Rahming, Deputy Superintendent. To my right, Andrea McCalla, she's the Director of Budgeting. The question, is there adequate information given to the smaller districts. There really is. We have a new grants unit which has been in existence for a little bit less than 12 months. There's a direct communication with the various districts. This really happened in 2015. So again, we do a lot of outreach to them. We work very closely when these types of issues occur, providing some guidance to them that this should've actually been a stale claim moving forward. So, again, we do reach out to those districts and again, there is some guidance provided.

Governor: And I typically wouldn't bring this up but White Pine has that budget gap, as you know. I just want to make sure, this is found money for them, essentially. They really need it. They probably could've used it sooner rather than later. I want to make sure, because we have more resources that we're reaching out to them and letting them know that they've got money coming to them.

Roger Rahming: I've actually, again, for the record, Roger Rahming, Deputy Superintendent. I've spoken to White Pine, probably five times in the last two weeks about various issues, this being one.

Governor: This is a massive amount of money for White Pine County, so it's a good thing. Thank you very much. Any questions Mr. Attorney General?

Attorney General: No Governor.

Governor: All right, thank you. If there are no further questions, the Chair will accept a motion to approve payment from the Stale Claims Account from the Department of Education in the sum of $111,797 to White Pine County School District.

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.

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

A. Department of Motor Vehicles – $198,000

Pursuant to NRS 353.268, the department requests an allocation of $198,000 from the Interim Finance Committee Contingency Account to purchase an additional server to provide voter data and signatures to the Secretary of State and County Clerk offices. ***This request is contingent upon Interim Finance Committee's approval of a pending action item.**

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

Comments:

Governor: We'll move on to agenda item number 7 which is a request for General Fund Allocation from the IFC Contingency Account by the Department of Motor Vehicles in the sum of $198,000. That's right, that one is going to be pulled from the agenda. I just remembered that. Thank you. We will skip over agenda item number 7 and continue that to a future meeting.

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

A. Governor's Finance Office - Budget

Pursuant to NRS 333.705, subsection 1, the division requests to contract with former employee, Leah Lamborn and former employee, Stephanie Day to assist with the preparation of the Governor's Executive Budget, as needed, during the 2017 legislative session.

B. Department of Motor Vehicles

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with former employee Arun Kumaran through Program Manager MSA. Mr. Kumaran is being represented by QA Technologies.

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

Comments:

Governor: We'll move on to agenda item number 8 which is authorization to contract with a current and/or former employee by the Governor's Finance Office, as well as Department of Motor Vehicles.

Janet Murphy: Thank you Governor. Item 8 includes two requests to contract with current and/or former employees pursuant to NRS 333.705, Subsection 1. The first request is from the Governor's Finance Office to contract with two former state employees to assist in the preparation of the Governor's Executive Budget and as needed during the 2017 Legislative Session. The contractors will work approximately 20 hours per week from September through the middle of January at a proposed hourly rate of $63.00. The contractors will provide the support as needed during the 2017 Legislative Session.

The second request is from the Department of Motor Vehicles to contract with an employee who is now employed by QA Technologies, which is a Master Service Agreement Contractor with the State. The contractor will assist with the system modernization project.

Governor: All right, a couple of questions and I ask these for all of these. Part of the issue here is these are long-term state employees who are the best. I mean, they are really good at what they do. Ms. Lamborn is an expert in Medicaid Financing, which I think there are only two people in the State that know it as well as the two of them do and one of them is my Chief of Staff, who is in the audience and Leah, and it's very complex. We do have somebody within the office who is learning that

Medicaid but is going to need that assistance. The point I'm making there is, Ms. Day and Ms. Lamborn are here on a temporary basis and will be training up those that are in the office and preparing them for the next round. Then, with regard to DMV, could you provide a little more background on that one.

Izzy Hernandez: Thank you Governor and Members of the Board. For the record my name is Izzy Hernandez, I'm the Program Manager for System Modernization. As we have moved along with the project, we determined that we needed project managers because of the complexity and all of the functions that we need to migrate over. We put a request out for project managers, contract project managers and Mr. Kumaran was submitted by one of the MSA Vendors. We in turn then had a committee, if you will, that does the interview, as well as the selection on that and Mr. Kumaran was selected as one of the resources. His experience was that he has been with the DMV for several years. He resigned approximately 14 months or so ago. At that point, he's obviously available to provide that service. We believe his expertise with what we currently do at the DMV will help us as we do the conversion, as we migrate forward.

Governor: Thank you. Moving back to the first portion of that, with regard to Ms. Lamborn and Ms. Day, save us some money on overtime?

Janet Murphy: Thank you Governor. Yes, they will save us some money on overtime. That's actually how we plan to pay for these three contracts at the end of the day. Also provide us, since they're only working part-time, 20 hours, that fresh perspective that we desperately need at the end of the Governor's Recommended phase.

Governor: Mr. Attorney General, any questions?

Attorney General: No Governor.

Governor: All right. If there are no questions, the Chair will accept a motion for authorization to contract with a current and/or former employee as presented in agenda item number 8.

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.

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

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

The division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement for the service of:

- Case Managers for face to face out of state visitation

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

Comments:

Governor: We'll move on to agenda item number 9 which is authorization to approve a provider agreement.

Janet Murphy: Thank you Governor. Item 9 is a request from the Department of Health and Human Services, Division of Child and Family Services, for the Board to approve a new provider agreement. This request would allow the division to contract with out-of-state case managers to perform site visits to out-of-state juvenile placements in order to meet the monthly face-to-face visit requirement without incurring the time and related costs to travel to out-of-state locations. I believe representatives from the division are available to answer any questions the Board may have.

Governor: Thank you. I have no questions, it's pretty standard. Mr. Attorney General, any questions?

Attorney General: No questions, thank you Governor.

Governor: Chair will accept a motion to approve the authorization for a provider agreement as described in agenda item number 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 – APPROVAL OF VICTIMS OF CRIME PROGRAM POLICIES

The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board to adopt rules and regulations while NRS 217.150 requires the Board to formulate standards for the payment of compensation to Victims of Crime. The Victim of Crimes Program Policies were last updated and adopted by the Board in May 2014. The current revisions are largely clarifications and minor changes to existing policies.

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

Comments:

Governor: We'll move to agenda item number 10, approval of Victims of Crime Program policies.

Janet Murphy: Thank you. Item 10 is a request from the Department of Administration, Victims of Crime Program for approval of their policies pursuant to NRS 217.130. I believe there's a representative in Las Vegas if you have any questions.

Bryan Nix: Good morning Governor, Members of Board, my name is Bryan Nix. I'm the Coordinator of the Victims of Crime Program.

Governor: Good morning.

Bryan Nix: These changes to our policies are mostly clean up items, which I don't need to go through each of the bullet points but I would like to talk just for a moment about bullet point number 3, which is a main reason we're here with these changes to our policies. As you may recall, the legislature last session eliminated any cap we had on how much money we could pay on claims. That limit used to be $150,000. This eliminates that cap entirely. The money that we use beyond that cap is so far only on one claim which was the Hayden Jaycock which they actually got a bill sponsored in legislation to remove this cap. He's the young man who was shaken as a baby, paraplegic, breathing apparatus, has to be fed. He's on a claim. He's a young man. There's no other sources of benefits, such as social security, etc. We anticipate continuing to pay him for as long as he needs care. Essentially, what we're paying for him now is simply home care and some medical device equipment. That's about the main change. That change is found on Page 34, where you can see the strike outs from the previous language in the bill and some new language about nursing care which is not really related to that cap lifting. So, unless you have any questions on any other items or on this item, that's really all I have to say about it.

Governor: Thank you Mr. Nix. These are straight forward. I do have a question whether you had an opportunity or has anybody reached out to you from Panaca as a result of that bombing that occurred out there?

Bryan Nix: Not to my knowledge, however, I don't often get involved when the claims first come in the office. Only in cases of appeals or I have to approve benefits beyond what our current $35,000 claim cap is. Unless we've had a case that would go beyond that cap, I wouldn't probably be involved in that. I haven't heard anything further.

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

Attorney General: No Governor, thanks.

Governor: If there are no questions, the Chair will accept a motion to approve the changes in the Victims of Crime Program policies as presented in agenda item number 10.

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.

*11. FOR POSSIBLE ACTION – APPROVAL OF A VICTIMS OF CRIME APPEAL

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

- Appeal by Jane Heller

Comments:

Governor: Agenda item number 11, my understanding is that matter is going to be continued. Just by way of background, the Appellant in this case had sought to participate via telephonically and it was my request that she participate physically and be present. We've done that before and so we've continued this matter to a time that's convenient for her to be able to appear.

Janet Murphy: Correct Governor. I spoke with her last night. We gave her the date of the September BOE and the time and where she could meet.

Governor: And that's Ms. Heller, correct?

Janet Murphy: Correct, that's Ms. Heller.

Governor: Thank you.

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

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

Comments:

Governor: We'll move to agenda item number 12 which are leases.

Janet Murphy: Thank you Governor. There are seven leases in Exhibit 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, thank you.

Governor: All right, is there a motion for approval?

Attorney General: Move to approve.

Governor: The Attorney General has moved to approve the leases presented in agenda item number 12. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

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

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

Comments:

Governor: We'll move to agenda item number 13.

Janet Murphy: There are 27 contracts listed in Exhibit 2 for approval by the Board this morning. Members have requested additional information on the following: Contract 1, between the Attorney General's Office and Bancroft Associates. An overview of the Contracts 11-13, which are between the Department of Health and Human Services, Division of Healthcare, Financing and Policy and Clark County. Contract 17 between the Department of Health and Human Services, Welfare and Supportive Services and Acuity Asset Verification Services. Contract 21 between the Department of Conservation and Natural Resources, Forestry Division and Timmons Group. Contract 22 between Department of Motor Vehicles, Central Services and Intellectual Technology, Inc. Contract 23 between Department of Employment, Training and Rehabilitation and Western Nevada College. Contract 24 between Department of Employment, Training and Rehabilitation and Jobs For Nevada Graduates.

Governor: We'll commence with Contract 1. Good morning gentlemen.

Nicholas Trutanich: Good morning Governor, Nick Trutanich on behalf of the Attorney General's Office. Here at the table with me is our Solicitor General, Lawrence Van Dyke. The Attorney General seeks approval for a contract with Former Solicitor General, Paul Clements's law firm, Bancroft LLP. The contract is for $125,000. It's a fixed fee and discounted rate contract. The scope of work in that contract is defined as having Bancroft be required to provide expedited assistance in the appeal at the Nevada Supreme Court in the Duncan matter. The ESA matter from Clark County. The contract is retroactive to the date on which the ACLU filed its Notice of Appeal in that case, sometime in mid-June 2016.

Previously this body has approved three contracts with Bancroft, with respect to the ESA litigation. First in October 2015, it was a $10,000 contract for an initial assessment on the case. The second contract was approved by this body, unanimously in 2015, November, for $285,000. That contract again was a fixed fee and discounted rate contract for representation at the District Court in both the Lopez and Duncan matters. Finally, in March 2016, this year, this body unanimously approved a $125,000 contract for expedited assistance in all constitutional and legal matters in the Lopez case at the Nevada Supreme Court. The Office of the Attorney General does not often hire outside counsel, but when it does we endeavor to get the best representation that we possibly can or that we can reasonably afford. The $545,000 on aggregate that will be spent should this body approve this contract with Bancroft is a substantial sum but in context, it's actually a bargain.

I want to talk about and give the body some context about why that is. The Attorney General's Office has taken an active role in managing outside counsel costs in the last year and a half. Proceeding Attorney General Laxalt's term in office, the three or four years proceeding that, $25 Million was paid to outside counsel from the State. We have been trying to reduce that number since we got into office. A good example of that, Governor, is the City of San Francisco case where before we got into office, the Attorney General got into office, there was $2.08 million spent on litigation and in the subsequent 13 months that we were involved in the case we spent 5% of that, about $120,000 on outside counsel and favorably settled that case after employing a litigation strategy at the United States Supreme Court.

A component of actively managing outside counsel is also in the form of the contract that is entered. In this particular contract, we entered a fixed fee contract. What that is is we know a definite sum of what this litigation is going to cost. We don't' have to keep coming to this Board for approval when we need additional contract authority. So, for example, on aggregate, Bancroft billed 2,000 hours to each of those four contracts. If the State were billed at its normal rate, we would have paid an excess of $1.5 to $1.6 million. We paid $545,000 in aggregate should this Board approve today's contract. So, essentially we've saved $1 million in being creative in how to enter into outside counsel contracts.

The next important point with respect to this contract and the others that I mentioned is the speed with which this contract allowed us to litigate this matter. The message was clearly sent from Nevada families that clarity was needed on an expedited basis for this important law. We were able to litigate two cases, both Duncan and Lopez in 11 months. That is the fastest that any school choice education litigation has been litigated in modern American history. For example, it took Colorado four years to get a decision from their Supreme Court. Florida, six and a half years to get a decision from their Supreme Court. Ohio, three and a half years for a decision from their Supreme Court. Wisconsin, three years for a decision from their Supreme Court. With that as background, I'm happy to answer any questions that you might have.

Governor: Thank you. The net-net is $525,000 in fees—what's the total amount?

Nicholas Trutanich: The net-net math in public is embarrassing, but the net-net would be $545,000.

Governor: Okay. It's fine. I've been very supportive of this. Obviously we're all awaiting the decision of the Supreme Court in both these cases. They've both been argued and submitted. I'm sure you're as eager as I am to hear the outcome on those. So you don't expect any more requests for money?

Nicholas Trutanich: I was anticipating that question. I'm hesitant to say emphatically, no, without reading the Supreme Court's opinion. As you know—but, so it's highly unlikely.

Governor: The only reason is this, this money is coming out of the Statutory Contingency fund. As least in my discussions with the Budget Office, with the payment of these fees and we still have over a year to go, it puts us in a bit of a precarious position in the event there's some other type of emergency or request. This wasn't something that was anticipated when we built the budget last time. Again, I agree with you, I understand that it depends on what the decision of the Nevada Supreme Court is, but in terms of having to manage the Statutory Contingency fund, if you become aware, will you let us know if there's going to be further requests.

Nicholas Trutanich: Yes, Governor, thank you.

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

Attorney General: No, thank you Governor.

Governor: All right, thank you gentlemen. The next are Contracts 11, 12 and 13. They involve substantial sums of money but it's money that's actually coming to the State, but will you take us through that please.

Ellen Crecelius: Sure. Good morning. I'm Ellen Crecelius, Deputy Director for Fiscal Services at DHHS. With me at the table is Jan Prentice, she's the Chief of Reimbursements, Analysis and Payments at the Division of Healthcare, Finance and Policy. These contracts relate to three of Medicaid's supplemental payment programs. In each case, basically what happens is the Counties provide us with funds, which we then match with federal funding to pay supplemental payments. Also in each case the State retains some of the savings and we're able to use it to offset general fund for Medicaid medical expenditures.

So, in these three contracts, we're basically bringing in $96 million in funds provided for FY '17. The supplemental payments we'll make is $164 million and then the savings to the State is $38 million. So that's a pretty good deal for us. This is a great example of the partnership we have with the Counties and it provides a lot of benefit to the state. We're able to support the hospitals and graduate medical education in the state. We're able to improve access to healthcare for Nevadans and also offset General Fund, so it's a win-win.

Governor: It's a game changer for UMC, I would imagine. With the amount of money that Clark County gets back. As you said, they don't put that money in and we're not able to provide the match. I guess the one issue that gets left out is the number of people that get cared for as a result of that. I

don't know if you can estimate the number of patients, but that's a lot of money that provides care for folks that wouldn't otherwise get it, correct?

Ellen Crecelius: Right. We don't have those numbers with us but we could certainly look into it and determine how many patients at UMC are Medicaid clients.

Governor: Again, what was the amount that is an offset to the General Fund budget?

Ellen Crecelius: $38 million in FY '17.

Governor: That's $38 million that we can put towards K-12 education or a number of other things. It's probably the most complex thing that I have to confront with regard to this Medicaid math, but in this sense, it works out extremely well for the state and brings back millions of dollars. It's a good deal for the State and it's a good deal for patient healthcare, so keep up the good work.

Ellen Crecelius: Thank you.

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

Attorney General: No Governor, thank you.

Governor: Thank you. Next is Contract No. 17 which is HHS, Welfare and Supportive Services and Accuity Asset Verification Services. Good morning.

Steve Fisher: Good morning. For the record, Steve Fisher. I'm the Administrator for the Division of Welfare and Supportive Services. I have to my left Dave Stewart, he's the IT Manager for our Division. This is a contract with Accuity to provide web based services, an asset verification service. Per federal regulations, recent federal regulations, all states must implement an asset verification system.

The division serves about, just over 623,000 Nevadans who are on Medicaid. However, this asset verification really only applies to the aged, blind and disabled (ABD) Medicaid categories, which consist of about 35,000 individuals. What this application will do for us is it will help streamline our Medicaid business process. It will improve our program integrity. It will meet federal regulations. It will also save the state approximately, we estimate about $4.3 million annually.

Maybe an example of how this process might work, let's just say for example, you're over age 65, you go into a nursing facility. In most cases, a family member or maybe the hospital will apply on your behalf. Certainly they'll do their best to find out what assets you have and they'll provide that information to the division and the division will then do the eligibility process. Well now, the division will have this tool, this electronic tool where they'll be able to check assets and verify that the assets and the information that you provided to us is correct and if not, we may find some additional assets that the individual may have which could make them ineligible for the program, potentially if they have assets that take them over the limit.

That's basically how the process would work in a nutshell. With that, if you have any questions, certainly, I'm here to answer them.

Governor: Thank you Mr. Fisher. Mr. Attorney General?

Attorney General: Thank you. I think you answered my question with your $4.3 million figure, I just was curious how much fraud you anticipate that this program routing out? I think you covered it, thank you.

Governor: Actually, follow-up to the Attorney General's question, historically, has there been a lot of fraud and abuse in the ABD category?

Steve Fisher: For the record, Steve Fisher. No, we haven't found a lot of fraud in there and really this is an integrity check. We're not doing it to find fraud, of course in certain cases, we may find some. Historically, no, not a lot of fraud in ABD program.

Governor: It's the old Reagan-ism, Trust but Verify, right?

Steve Fisher: Yes, correct.

Governor: Any further questions? All right, thank you very much. We'll move to Contract 21, which is the Department of Conservation and Natural Resources, Forestry.

Joe Freeland: Good morning Governor, Members of the Board. Joe Freeland, State Forester for Nevada, Division of Forestry. To my left I have John Christophersen, he's our Natural Resources Program Manager. To his left will be Ryan Shane, he's our Forest Management Program Supervisor, handles grants and agreements and supervises the forestry. We'll open it up to any specific questions you may have.

Governor: Thank you Mr. Freeland. There's a bit of a bait and switch on my part. I frankly brought you up to thank you. And, I know this has been a tough fire season and you guys have really been up to the challenge everywhere. We've had our fires. You, in combination with the local and federal assets, have really done a good job. I've always appreciated, respected what you all do. It really brought it home, out in Winnemucca when we lost those two young men, the BLM f

irefighters. I wanted to publicly acknowledge you all. It's not just you, it's your entire organization. I know the fire season isn't complete yet. There's hopefully not much that is going to happen between now and the end of fire season, but you have done an amazing job and saved lives and saved structures and saved habitat of endangered species. It's just remarkable about what you all do. I wanted to publicly thank you for all that. Back to business, if you could provide a brief description of what this contract does and what this new tool will do.

John Christophersen: Good morning Governor and Members of the Board, John Christophersen, Natural Resources Program Manager with Division of Forestry, for the record. We are seeking approval of a contract with the Timmons Group that would produce an internet based interface that would allow access to information that our agency has, geographic information system data, reports that we have on Community Wildfire Protection Plans, wildfire hazards across the state that have been identified and documented. Currently access to much of this information is limited, just based on how the format that information exists in. This internet based interface, we're calling it a web portal, would allow not only the public but professional users to access that and generate reports based on their specific queries and essentially just provide a greater amount of clarity to those seeking information about natural resource issues. Be it urban forestry, sage-grouse habitat, wildfire hazards, projects that we're working on. The web portal would also serve as a tool that would allow greater collaborative planning on a landscape scale, identifying areas across the state where different agencies are

collaborative partners; be it federal government, state and local governments are identifying and working on habitat and forest health related projects. So, doing this allows us to strategize and strategically locate our efforts that coincide with theirs to get a bigger bang for the buck, at a landscape scale. If there's no further questions on that, I would defer to my partner here, Ryan Shane, to talk about another aspect of that program which is the Wildfire Risk related function.

Ryan Shane: For the record, Ryan Shane, Forestry and Fire Cooperative Program Coordinator with Nevada Division of Forestry. We have an additional arm of this web portal that's actually going to address what I consider a keystone portion of wildland firefighting which is communication. It's very hard in a chaotic atmosphere when we're chasing fire and its approaching citizens and their structures, to do the right thing all the time and stay connected and have a unified front. Especially with our co-operators. This interface would allow people in the field, using electronic devices such as a cell phone or iPad to map fires, to assign resources to the fire, see them visually, real time, either from dispatch, from our office or from the field where they're at on the fire and how they're approaching firefighting. Also find opportunities to be more effective on the fire. That's something that hopefully will be in place next fire season and can be extended to all levels of cooperation: state, local and federal.

Governor: You just hit on a really important point which is, if you are a member of the public and you are within a fire or in close proximity to a fire you will be able to use this tool and be able to see exactly where it is instead of kind of wondering or waiting for that knock on your door. Is that a fair assessment?

Ryan Shane: That is a fair assessment. The public will not get the data quite as fast as the firefighters on the ground but this exercise definitely seeks to advance the speed at which the public gets the information. That's it.

Governor: Will it also be able to accept information, for example, if we have a drone up there and it's assessing the fire and is it receiving real time data and then direct it to you so that you can deploy your resources based on what the drone is seeing?

Ryan Shane: That is correct. That is the functionality of the application that we're employing. You can literally watch a drone fly over and then watch the photographs of the, say fire intensity, the hotspots on the fire, land on to your cell phone in real time on the perimeter.

Governor: That is great. I'm sure you're excited about the opportunities that that provides, in terms of your strategies in fighting those wildland fires.

Ryan Shane: Very much so.

Governor: Yeah, all right. Mr. Attorney General, any questions?

Attorney General: Thank you all.

Governor: Thank you. All right, the next is Contract 22 which is DMV and Intellectual Technology. Good morning.

Sean McDonald: Good morning Governor. Sean McDonald for the record, Administrator for Central Services and Records Division of the Department of Motor Vehicles. The contract before you is basically to continue on with the sending of a file from the Department of Motor Vehicles containing

title information as well as registration. They handle the printing and the mailing for the Off-Highway Vehicle Program for the Department.

Governor: So this isn't a new process? What caught my attention was, to provide an automated method of collecting electronic data. I just wanted to be sure that I knew what the data was that you were collecting and the security measures associated with it.

Sean McDonald: Sean McDonald for the record. That is correct. Basically, it's not a new process at all. We currently have a contract with ITI. They were actually the only ones that did move forward with this RFP as well. Again, they handle the registration and title component for us. They've already got a system in place that really helps us facilitate that process and it is the most cost effective means of doing it. Right now we currently staff the program with only three individuals and we cost allocate management as needed.

Governor: And you have the cyber security assets to protect that information, or they do?

Sean McDonald: Sean McDonald for the record. Yes, we would have everything protected, cyber-wise, as far as all the information that's being exchanged.

Governor: Thank you, I have nothing further. Mr. Attorney General? All right, thank you very much. The next is DETR and Board of Regents. Good morning.

Melaine Mason: Good morning, Melaine Mason, Deputy Administrator for the Rehabilitation Division. Attendees from the Board of Regents were unable to attend this morning, so I'd be happy to answer any questions. This contract amends State fiscal year 17 with Western Nevada College in our Career Connect Program and adds four more years to it.

Governor: I understand that piece of it and it's an important program. I was just curious about the number of individuals that are served and how successful we are in placing them in employment.

Melaine Mason: Great. Melaine for the record, Melaine Mason. The start-up of the program was in state fiscal year14 and so, employment is considered 90 consecutive days of employment. They have to find a job, as well as remain employed. So, in fiscal year 14, we did not achieve any successful employments but we did have participants. In State fiscal year 15, we achieved four. The great news, close of June 2016, we have nine more. We have 13 total. Currently we have 97 participants. This year we have added 44 participants throughout the State fiscal year. In 2015, we added 43. The program is thriving.

Some other notable achievements for the program is, the College has created monthly workshops, again all around employment, preparing for employment, things like that. Again, these are for vocational rehabilitation clients. You have to be a co-enrolled student, as well as enrolled in the vocational rehabilitation program. They've developed a one-credit semester class for Career Choices and Changes, is what it's called and they've started a career fair and they're looking at developing a job club in the fall to assist in the growth. This contract also most notably creates a Job Developer position. That's really important to the success of this program. We should definitely see some additional outcomes where this individual goes out and works with employers in the community and then works with the participants to bring a match and provide that transition to employment. That would be a 30-hour a week position. We really anticipate additional growth in this program. This is one of six contracts we have throughout the state and we're seeing great success with these contracts.

Governor: That's great news. Do you work parallel to or in conjunction with Job Connect?

Melaine Mason: Melaine Mason for the record. Definitely, we are all one DETR family and so we do combine resources and draw from each other. Yes, that is a huge resource for us.

Governor: Great, that's all I have, thank you. Mr. Attorney General? Okay, no further questions, thank you.

Melaine Mason: Great, thank you for having us today.

Governor: You're welcome. Final item for the day is Contract 24 which is DETR and JAG.

Dennis Perea: Good morning Governor and Mr. Attorney General. For the record, Dennis Perea. I serve as the Deputy Director for the Department of Employment, Training and Rehabilitation. With me today is Dr. Renee Cantu and we have the rest of the A-Team here if you would like to do some introductions.

Renee Cantu: Good morning, Governor, Attorney General, this is Renee Cantu, Executive Director for JAG, for the record. With me is a group of very talented individuals who are deeply involved in the JAG Program. We have Elizabeth Filpot who is the Regional Program Director, Region 3 over Clark and Southern Nye County. Michelle Tewes, Specialist at Mohave High School. Kim Autderheide, a student at Mohave. And, Krysten McElroy, also a student at Mohave High School.

Very quickly Governor, just to let you know, the request before you is for $270,000. That leverages—that's less than 12% of the total cost. It leverages an additional 88% from County sources, Clark County School District, JAG, existing JAG funds and JAG national funds. We're leveraging a bunch of dollars. This program is the only one selected across the nation. There are 32 JAG states. We were the one selected out of the entire country as a demonstrate site for this Go Deep national initiative. We will be focusing on North Las Vegas which was so hard hit, devastated during the recession and which merits this sort of attention and concentration and resources. With that, I'll let Elizabeth tell you a little bit more about what Go Deep will do.

Elizabeth Filpot: Elizabeth Filpot for the record. So with Go Deep we will be in four schools in the North Las Vegas area. We'll have 10 specialists within those four schools. Those 10 specialists will service roughly 600 students and we're going to focus on the bottom 25% of those classes to get them towards graduation. That's the highlights.

For Clark County, for the Class of 2015, last year, we had 83% graduation rate where the state average was 72% for Clark County. So, overall for the state, we achieved 83% graduation rate last year whereas Nevada overall was 71%. We had 12% increase over the state average for graduation and so we're hoping to make that the average for the North Las Vegas area.

Renee Cantu: And, Governor, if I may add very quickly. Renee Cantu for the record. As we look at African-American, Hispanic and students with disabilities, we are looking with African-American students at a graduation rate that is 15% higher. The state graduation rate is 55%, in JAG its 70%. For Hispanic students, the graduation rate statewide, 67% for Nevada, 79% for JAG. For students with disabilities, its sadly 29% for Nevada, 89% for JAG. We are having an impact and I anticipate that we will continue moving towards 85-90% graduation rates as we continue to mature the program. Also

with us is Michelle Tewes who does exceptional work as a Specialist. So, would you and your students maybe say a few words to the Governor about the program?

Michelle Tewes: Good morning Governor. Michelle Tewes for the record. I've been at Mohave High School for four years. This will be my second year in the program with JAG. I've seen massive impact on the way that my students are responding to education now. Whereas before it was a fight to get them to come to school, they're excited to come to school. Even just spending time, more time in classes gives them that edge. They are excited, they're engaged. They are involved in community service. Last year, my students were involved in, I think it was 21.6 hours of community service during their year in school, most with the Red Cross of Southern Nevada doing blood drives and getting the word out there about the blood needs in Southern Nevada. We are making an impact and we want to go bigger and better.

Renee Cantu: Krysten, Kimberly, would you like to say something?

Kimberly Autderheide: For the record, my name is Kimberly Autderheide and as a student at Mohave, it's hard to say that its enjoyable to go to school every day but with the help of JAG and actually Michelle Tewes, it's really—it's changed me personally because it used to be hard, especially my junior year which was last year, first semester I had some hardships at home and just being at school was nothing—like, I didn't want to. After joining JAG and seeing the positive environment and being around the ability to actually do community service and hands on things instead of just sitting there at a desk and writing notes and just having a teacher hound you on what college is supposed to be. You get to see it. You get to have an opportunity to speak for yourself and what you want. This isn't just trying to be successful in finding a career, this is also finding yourself in a way. You're finding yourself as an individual and you are trying to find a career that is successful but also makes you happy every day. That's just my experience when it comes to be in Jobs for Nevada Graduates. I love it so much.

Renee Cantu: Krysten.

Krysten McElroy: This is Krysten McElroy for the record. My experience with JAG was very positive. It definitely benefited me due to the fact that, I was a very bad student starting off. I met Michelle when I was a sophomore and she offered me the opportunity to be a part of JAG for my junior year. It honestly made me want to attend school more because that was a major issue of mine. It also made it to where I was able to practice my skills to talk in front of people or else I wouldn't be here today. Another thing is, it provided me with an opportunity to catch up on my credits. I wouldn't have been able to achieve that if it weren't for JAG providing me with the financial support to attend summer school. So now thanks to JAG I am on track to graduate. It boosted my confidence severely because of the things that we did. Michelle was able to watch me go from a social recluse to being able to help run full blown events like fundraisers and just being able to actually be out in public without feeling like I wasn't welcome there. All of this was just due to JAG, me being able to practice these things, me being able to learn how to go into an interview without feeling nervous or how to dress properly for something. It honestly did make a major impact on my life.

Renee Cantu: That is so well said. Governor, I just want to say that these diamonds in the rough who are now sparkling diamonds are a great example of what the staff of JAG do, so I wanted to thank them for coming and telling their story. And to thank you and the Nevada State Legislature and the AG for the support that JAG has received over time. If there are any questions, we'd be glad to answer.

Governor: Thank you Dr. Cantu. You know how I feel about JAG and for all of you down there, you can relax and smile, this is a happy day. I'm really proud of the students. It takes a lot of courage to get up and talk in a public meeting like this. You were both phenomenal. I'm really proud of you and I know you guys have great futures in front of you. You're a representative of JAG. I know the two of you are here. There are hundreds of other students like you that are doing a phenomenal job in positioning yourselves for a really great future. For all the specialists that are out there, I want to thank you as well. I know that you guys put your hearts and souls into working with these students. I've had the opportunity to visit several JAG schools. It just is remarkable and life changing for me to see what happens in those classrooms and with those students. Dr. Cantu, I want to thank you for your leadership. Those statistics that you talk about, we talk about these percentages but at the end of the day these are young men and young women who likely, most of them would not have graduated from high school and picked these vocations and been on a path to success. You've been here since the beginning and you've really done great things. As I said, as we talk to these students a year from now, four years from now, 10 years from now and see how successful they are.

Another point that bears mentioning is this recognition of being the only State and the only JAG program to be selected for this Go Deep Program because it was very competitive. Part of the reason we got it is because of your success and the dedication of the specialists and the students and everybody involved. It is going to make a difference with regards to the graduation rates. These JAG schools are in places where it's needed most. I'm really excited about the fact that we're really going to be putting a lot of resources into North Las Vegas and make a difference in those students lives. I appreciate your taking the time to be here today. I think school starts in a couple of weeks, right?

Students: Yes.

Renee Cantu: That's right, on the 29th.

Governor: Excited about school starting?

Kimberly Autderheide: Now I am.

Governor: Keep up the good work. You're both at Mohave, correct?

Students: Yes.

Governor: So, I'll make a point of visiting Mohave and visiting your class when school starts. I appreciate your presentation today. You guys did just excellent, so thank you very much.

Governor: Mr. Attorney General, any questions or comments?

Attorney General: No, I just want to thank the program, but most importantly both of you students for doing this and doing such a great job for the program and testifying in front of this meeting. Congratulations.

Students: Thank you. Thank you.

Governor: Dr. Cantu, thank you very much.

Renee Cantu: Thank you so much Governor, appreciate it.

Governor: All right, any further questions with regard to agenda item number 13, Contracts 1-27?

Attorney General: No Governor, move to approve.

Governor: The Attorney General has moved to approve Contracts 1-27. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

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

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

Comments:

Governor: We'll move on to agenda item number 14, Master Service Agreements.

Janet Murphy: Governor, there is one Master Service Agreement in Exhibit 3 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, any questions?

Attorney General: No questions, move to approve.

Governor: The Attorney General has moved to approve the Master Service Agreement contained in agenda item number 14. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

15. INFORMATION ITEM (Attached as Exhibit 4)

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than $50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold ($10,000 - $49,999). Attached is a list of all applicable approvals for contracts and amendments approved from June 21, 2016 through July 19, 2016.

Comments:

Governor: We'll move on to agenda item number 15, Information Item. Ms. Murphy.

Janet Murphy: Governor, there were 38 contracts under the $50,000 threshold approved by the Clerk between June 21, 2016 and July 19, 2016. This item is informational only and no additional information has been requested by any of the Members.

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

Attorney General: I have no questions, thanks Governor.

16. INFORMATION ITEMS

A. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.480, Subsection 11, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning July 1, 2015 and ending June 30, 2016.

B. Complete Street Program Uses

Per the Governor's request during the November BOE meeting, a letter was sent to Clark and Washoe counties and Carson City Consolidated Municipality requesting a report on how the Complete Streets Program funds are being utilized. This report is for all funds received through June 2016.

Comments:

Governor: All right, we will move on to agenda item number 16, Department of Motor Vehicles for the Complete Streets Program.

Janet Murphy: Thank you Governor. There are two information reports related to Complete Streets Program in this item. The first report is from the Department of Motor Vehicles on the voluntary contributions collected by county pursuant to NRS 482.480 for the period from July 1, 2015 to June 30, 2016. During the fourth quarter, ending June 30th, the department collected the most in a quarter period and collected $80,930. I spoke with the Director and the primary reason is we added Douglas County to the program. Approximately 11.59% of those registering a vehicle during the fiscal year reported contributing to Complete Streets Program ranging from 8.37% in Washoe County to 14.42% in Clark County. The program distributed $298,820 in the FY 2016.

Governor: Do you have examples of projects that are funded as a result of contributions?

Janet Murphy: Yes. Carson City, they're using it for the project that's going on downtown. They have yet to expend anything but they plan to here in the next few months. Washoe County is planning the Safe Routes to School Program and the multimodal improvements in Audi Boulevard, Sun Valley, Mill Street in Sparks. Clark County used the funds for a Share the Road signage in Mesquite and that project is done and complete. They provided in the board packet a lot of pictures about their project. Then, they are also working on a bike lane and pedestrian upgrade project which is close to being completed and they estimated it will be completed by September 30th.

Governor: Thank you. This is a great program because it's purely voluntary and the money that's collected goes to some very meaningful projects that improve safety. I think it works out extremely well. All right. Any questions on agenda item 16?

17. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: We'll move to agenda item 17 which is member comments or public comment. Any public comment from Carson City? Good morning.

Joni Eastley: Good morning. Thank you, for the record, Joni Eastley with Nye County. I just want to express my appreciation for your approval of the interlocal agreement to provide records distribution for—or, disposition, yes, for the Nye Regional Medical Center in Tonopah. We greatly appreciate your approval of this item.

Governor: Thank you. It's good to see you.

Joni Eastley: Good to see you.

Governor: How are things in Tonopah?

Joni Eastley: Things are—things are okay. We're hanging in there. Location is everything. We're in a good location. We're on Highway 95, right in the middle of Las Vegas and Reno. We're having some challenges right now with medical care. We're grateful Renown is leasing the medical facility and they are providing some basic services through Tele-Medicine. We got some bad news on the 8th, our Air/Ambulance Company pulled out. We're trying to develop a strategy to address that.

Governor: All right. Thank you for your appearance today.

Joni Eastley: Thank you.

Attorney General: Thank you.

Governor: Any public comment from Las Vegas?

Speaker: No Governor.

Governor: Okay, no public comment.

*18. FOR POSSIBLE ACTION – ADJOURNMENT

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

Comments:

Governor: Is there a motion to adjourn?

Attorney General: Move to adjourn.

Governor: Second. All in favor say aye. [ayes around] That motion passes. 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

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

July 12, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Kim Perondi, Budget Analyst K.P.

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 PROGRAM

Agenda Item Write-up:

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

Additional Information:

The issue before the Board is an appeal filed pursuant to NRS 217.117 by Jane Heller for denied compensation by the Victims of Crime Program for incidents occurring over several months in 2015. Ms. Heller filed one Application for Compensation in November 30, 2015 and another one on December 31, 2015. The November application was denied for late filing of a police report, the December application was denied for late filing of a police report and insufficient evidence in the record to support a finding. A Hearings Officer Decision and Order was issued February 2, 2016; the Appeals Officer affirmed the Hearing Officer's decision and the Victim of Crime Program's denials of the applications under a subsequent Decision and Order dated May 11, 2016. Ms. Heller sent a written request dated May 19, 2016 for an appeal of the decision; the request was received on May 27, 2016.

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

Statutory Authority:

NRS 217.117

REVIEWED:_____

ACTION ITEM:_____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK CATES
Director

BRYAN A. NIX
Coordinator

DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME
2200 S. Rancho Dr., #210-A
Las Vegas, Nevada 89102
Fax (702) 486-2825
(702) 486-2740

June 29, 2015

RECEIVED
JUL 07 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

To: James Wells, Clerk, Board of Examiners

From: Rebecca Salazar, Program Manager

Re: Appeal of Jane Heller
Claim No. 16-10031252-LV

Case Summary

Jane Heller appeals the denial of benefits for ineligible incidents that occurred over several months in 2015. Ms. Heller filed two applications regarding issues she was having with her neighbors who were cooking something in their apartment that caused smoke and haze to drift into Ms. Heller's apartment.

Ms. Heller's claim was primarily denied due to late filing of the police reports. Appeals Officer Georganne Bradley's Decision and Order notes that Ms. Heller has failed to provide sufficient evidence indicating an eligible crime has occurred against her.

Recommendation

Board of Examiner's Policy:

Section One. Introduction
2. Scope of Nevada Victims of Crime Program
A. The Nevada VOCP assists victims who suffer injuries from violent crime.

Section Seven. Crime Types Eligible for Consideration
Murder, Assault and Battery, Robbery, Driving Under the Influence, Pedestrian Hit & Run, Sexual Assault or Spousal Rape, Domestic Violence, Child Abuse, Elder Abuse, Pornography Involving a Minor, Human Trafficking, Stalking, Kidnapping, Terrorism

Section Fourteen. Appeal Rights and Procedures
4. Burden of Proof
A. To qualify for the benefits offered by the VOCP, the applicant must meet certain criteria, and the crime must be an eligible crime. The applicant has the burden of proof, by clear and convincing evidence to establish eligibility for acceptance and payment of any benefit offered by the VOCP.

Section Four. Responsibilities of Applicant
3. Filing Timely Police Report
A. To qualify for VOCP benefits an applicant must establish that a police report was filed within 5 days of the crime or within 5 days of the time when a report could reasonably have been made. NRS 217.210 (1) provides:

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

It is recommended that the Board uphold the denial of this claim.

Brian Sandoval
Governor

James R. Wells, CPA
State Budget Interim Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: August 9, 2016

To: James R. Wells, Clerk of the Board
Department of Administration

From: Jim Rodriguez, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Public Safety, Division of Emergency Management requests approval to purchase one replacement vehicle at a cost not to exceed $27,315.25.

Additional Information:

The request for the purchase of the replacement vehicle was originally approved in the agency 2015-17 legislatively approved budget in decision unit E-711.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED:_____
ACTION ITEM:_____

S:\Budget\BOE Items From Analysts\2016 Meetings\September Meeting\BOE Action Item - DPS-DEM Vehicle Purchase - JR

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

Agency Name: DPS Division of Emergency Management & Homeland Security	**Budget Account #:** 3673
Contact Name: Justin Luna, ASO	**Telephone Number:** 775-687-0300

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

Number of vehicles requested: 1 **Amount of the request:** 27,315.25

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

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

Sport Utility Vehicle, AWD

Mission of the requested vehicle(s):

The Division of Emergency Management utilizes agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency.

Were funds legislatively approved for the request?

☒ **Yes** ☐ **No**

If yes, please provide the decision unit number:

BA3673 E711

If no, please explain how the vehicles will be funded?

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

☐ ____ **Addition(s)** ☒ 1 **Replacement(s)**

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

No, exempt per NAC486A.135 - vehicle is used for emergency response.

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

Current Vehicle Information:

Vehicle #1 Model Year: 2008
Odometer Reading: 94426
Type of Vehicle: SUV

Vehicle #2 Model Year:
Odometer Reading:
Type of Vehicle:

Please attach an additional sheet if necessary

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

yes

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

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority	Title	Date
[signature]	Chief	8/5/16

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners _____ Date _____

Revised 7/13/10

CARSON DODGE CHRYSLER JEEP
RAM DODGE CHRYSLER Jeep
www.CarsonDodge.com

8-5-16

State of Nevada
DPS
2478 Fairview Dr
Carson City, NV 89701
Attn: Judith Lyman

RE: State of Nevada Contract 8256; Section 5.2

2017 Dodge Durango SXT AWD
Base Price Reno/Carson
$27,100.00

Daytime Running Lamps
$36.00

3rd FOBIK Key
$150.00

State of Nevada Title Fee
$29.25

Total with options:
$27,315.25

White Exterior Color
Black Interior Color

Order must be place by 10/31/16, due to bridge bid expiration.

Thanks,

Joel Cryer

3059 South Carson Street Carson City NV 89701-4513
(775) 883-2020 (888) 883-2028 FAX (775) 883-7227
Email: info@carsondodge.com

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 9, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Curtis Palmer, Budget Analyst CP
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.

NEVADA DEPARTMENT OF WILDLIFE

Agenda Item Write-up:

Pursuant to NRS 334.010, the Nevada Department of Wildlife, requests approval to purchase one new vehicle in Fiscal Year 2017 in the amount of $86,391.

Additional Information:

The department seeks approval to purchase one new vehicle to replace one vehicle that has reached or exceeded the mileage and/or age replacement schedule criteria of SAM 1309. The vehicle is used to deliver fish to Las Vegas from the Mason Valley fish hatchery as part of the mission of the department. The vehicle purchase was legislatively approved in the 2015-17 Biennium for purchase during Fiscal Year 2017.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: CP
ACTION ITEM:_____

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

Agency Name: Wildlife	**Budget Account #:** 4465
Contact Name: Liz O'Brien	**Telephone Number:** 775-688-1982

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

Number of vehicles requested: 1 **Amount of the request:** $86,391

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

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

Mission of the requested vehicle(s):
Deliver fish to Las Vegas from the Mason Valley Hatchery

Were funds legislatively approved for the request?

☒ **Yes** ☐ **No**

If yes, please provide the decision unit number:
E711

If no, please explain how the vehicles will be funded?

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

☐ ____ **Addition(s)** ☒ 1 **Replacement(s)**

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

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

Current Vehicle Information:

Vehicle #1 Model Year: 2002
Odometer Reading: 270,000
Type of Vehicle: T300 Kentworth 5-Ton

Vehicle #2 Model Year:
Odometer Reading:
Type of Vehicle:

Please attach an additional sheet if necessary

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

Yes

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

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority	Title	Date
[signature]	Deputy Director	8-01-16

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners _____ Date _____

Revised 7/13/10

Equipment Schedule
Date: 7/7/16 1:29 PM
Budget Period: 2015-2017 Biennium (FY16-17)
Budget Account: 4465 WILDLIFE - FISHERIES MANAGEMENT
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E710	05	8250	EVINRUDE 250HB OUTBOARD MOTOR	0	$ -	$ -
E711	05	8310	CHEVY SILVERADO	0	$ -	$ -
E711	05	7460	TIRES SILVERADO FY16	0	$ -	$ -
E720	05	8220	XPO CARGO TRAILER	0	$ -	$ -
E720	05	8250	AQUA PRESSURE VESSLE FOR FISH EGGS	0	$ -	$ -
E720	05	8250	WATER MEASURMENT & CONTROLS SYSTEM	0	$ -	$ -
E710	05	8270	SMITH ROOT 7.5 GPP ELECTROFISHER	1	$ 16,473.00	$ 16,473.00
E710	05	8270	SMITH ROOT LR-20B BACKPACK ELECTROFISHER COMBO	2	$ 8,784.00	$ 17,568.00
E711	05	7465	EQUIPMENT FOR FREIGHTLINER	1	$ 9,561.00	$ 9,561.00
E711	05	8310	CHEVY SILVERADO	1	$ 30,911.00	$ 30,911.00
E711	05	7460	TIRES-CHEVY SILVERADO FY17	1	$ 866.00	$ 866.00
E711	05	8310	CHEVY 3/4 TON DIESEL	1	$ 35,254.00	$ 35,254.00
E711	05	7460	TIRES CHEVY DIESEL FY17	1	$ 866.00	$ 866.00
E711	05	8280	FREIGHTLINER	1	$ 86,391.00	$ 86,391.00
E720	05	8250	DECONTAMINATION STATION	1	$106,234.00	$106,234.00
E720	05	7465	JM4 EGG SORTER	1	$ 7,800.00	$ 7,800.00
E711	05	7465	CARAVAN CAMPER	2	$ 4,932.00	$ 9,864.00

Prepared for:
Kurt Frye
State of Nevada
209 E Musser St Room 304
Carson City, NV 89701-4299
Phone: 702-942-6209

Prepared by:
John Dambro
LAS VEGAS FREIGHTLINER, LLC
3701 FREIGHTLINER DRIVE
NORTH LAS VEGAS, NV 89031
Phone: 7029426209

QUOTATION

M2-106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
ALLISON 3000 HS AUTOMATIC TRANSMISSION, NO PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
14,600# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
5600MM (220 INCH) WHEELBASE
11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
1650MM (65 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	$	76,441	$	76,441
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		$	*76,441*	$	*76,441*
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	9,950	$	9,950
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	(LOCAL CURRENCY)	$	86,391	$	86,391

COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.
APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:
X_____ 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: August 4, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Bessie J. Wooldridge, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – HEALTH CARE FACILITIES REGULATIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the division requests to contract with, Alan Croft and Alissa Elder, former employees to assist due to a critical labor shortage for mandated inspection requirements. These provisions also apply to employment through a temporary employment agency.

Additional Information:

These inspectors possess essential needed on the job experience for the Bureau to meet its mandated inspection requirement. They have experience in this field and are a valuable resource to assist the Bureau's workforce needs. The Bureau has consistently maintained a high vacancy rate causing difficulties in the recruiting process. It is anticipated for the inspectors to work an average of 24 hours per week between the contract dates of September 19, 2016 to September 18, 2017.

Statutory Authority:

NRS 333.705

REVIEWED: SH
ACTION ITEM:_____

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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

July 26, 2016

MEMORANDUM

TO: **James R. Wells, CPA**
Director
Department of Administration

DH for RW

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

THROUGH: **Cody L. Phinney, MPH** CLP
for ***Administrator***
Division of Public and Behavioral Health

FROM: **Joe Pollock, R.E.H.S.** JP
Deputy Administrator
Division of Public and Behavioral Health

SUBJECT: **Authorization to Contract with Former State Employees**

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 (BOE) 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, Bureau of Health Care Quality and Compliance is requesting approval to contract with former employees. These inspectors possess essential needed on-the-job experience for the Bureau to meet its mandated inspection requirements. The inspectors have this experience in this field and are a valuable resource to assist in meeting the Bureau's workforce needs. The Bureau has consistently maintained a high inspector vacancy rate due to difficulties in the recruiting process.

Please recognize this as a request for authorization to contract with the following former employees pending BOE approval anticipated to be September 13, 2016:

Alan Croft – BA 3216 (Anticipated contract dates September 19, 2016 to September 18, 2017)
Alissa Elder – BA 3216 (Anticipated contract dates September 19, 2016 to September 18, 2017)

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

Thank you for your consideration in this matter.

Authorization to Contract with a Former Employee

Former Employee Name:	**Alan Croft**
Former Employee ID number:	**046791**
Former Job Title:	**Health Facility Inspector II**
Former Employing Agency:	**DHHS/Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance**
Former Class and Grade:	**10.509, Grade 35**
Employment Dates:	**5/9/11 to 7/8/16**
Contracting Agency:	**Temporary Hiring Agency**

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.	1.Conduct initial, periodic, and other inspections and conduct complaint investigations for state licensed and unlicensed health facilities statewide. 2.Review applications for health facilities licensure requirements. 3.Evaluate compliance with statutes and regulations through the inspection process. 4.Summarize findings and prepare formal inspection reports. 5.Review documents and reports submitted to the Division relating to regulatory compliance for health facilities. 6.Answer phone calls related to the regulation of health facilities and provide education and technical support.
b. Document former job description.	1.Conduct initial, periodic, and other inspections and conduct complaint investigations for state licensed and unlicensed health facilities statewide. 2.Review applications for health facilities licensure requirements. 3.Evaluate compliance with statutes and regulations through the inspection process. 4.Summarize findings and prepare formal inspection reports. 5.Review documents and reports submitted to the Division relating to regulatory compliance for health facilities. 6.Answer phone calls related to the regulation of health facilities and provide education and technical support.

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?	Former employee, Alan Croft, is being hired due to his specialized knowledge of the Bureau's inspection processes. There is no clause in the contract for the transfer or time frame of the transfer in the contract.
d. Explain why existing State employees within your agency cannot perform this function.	There are a limited number of experienced inspectors due to difficulties in the recruitment process and the Bureau will not be able to meet the mandated inspection requirements.
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 as described in NAC 284.750 between Alan Croft and the Temporary Hiring Agency.
f. List contractor's hourly rate.	$33.39
g. List the range of comparable State employee rates.	10.509 Health Facilities Inspector II Grade 35/10 Range: $22.48 – $33.39
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A
i. Document justification for hiring contractor.	An inspector with the needed on-the-job experience is essential for the Bureau to meet its mandated inspection requirements. Alan Croft has this experience in this field and is a valuable resource to assist in meeting the Bureau's workforce need. The Bureau has consistently maintained a high inspector vacancy rate due to difficulties in the recruiting process.

Comments:

Christina Bodnik for Cody Phinney 7/28/16

Contracting Agency Head's Signature and Date

Bessie Waddle 8/8/16

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	**Alissa Elder**
Former Employee ID number:	**050128**
Former Job Title:	**Health Facility Inspector II**
Former Employing Agency:	**DHHS/Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance**
Former Class and Grade:	**10.509, Grade 35**
Employment Dates:	**9/10/12 to 3/15/16**
Contracting Agency:	**Temporary Hiring Agency**

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.	1.Conduct initial, periodic, and other inspections and conduct complaint investigations for state licensed and unlicensed health facilities statewide. 2.Review applications for health facilities licensure requirements. 3.Evaluate compliance with statutes and regulations through the inspection process. 4.Summarize findings and prepare formal inspection reports. 5.Review documents and reports submitted to the Division relating to regulatory compliance for health facilities. 6.Answer phone calls related to the regulation of health facilities and provide education and technical support.
b. Document former job description.	1.Conduct initial, periodic, and other inspections and conduct complaint investigations for state licensed and unlicensed health facilities statewide. 2.Review applications for health facilities licensure requirements. 3.Evaluate compliance with statutes and regulations through the inspection process. 4.Summarize findings and prepare formal inspection reports. 5.Review documents and reports submitted to the Division relating to regulatory compliance for health facilities. 6.Answer phone calls related to the regulation of health facilities and provide education and technical support.

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?	Former employee, Alissa Elder, is being hired due to her specialized knowledge of the Bureau's inspection processes. There is no clause in the contract for the transfer or time frame of the transfer in the contract.
d. Explain why existing State employees within your agency cannot perform this function.	There are a limited number of experienced inspectors due to difficulties in the recruitment process and the Bureau will not be able to meet the mandated inspection requirements.
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 as described in NAC 284.750 between Alissa Elder and the Temporary Hiring Agency.
f. List contractor's hourly rate.	$33.39
g. List the range of comparable State employee rates.	10.509 Health Facilities Inspector II Grade 35/10 Range: $22.48 – $33.39
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A
i. Document justification for hiring contractor.	An inspector with the needed on-the-job experience is essential for the Bureau to meet its mandated inspection requirements. Alissa Elder has this experience in this field and is a valuable resource to assist in meeting the Bureau's workforce need. The Bureau has consistently maintained a high inspector vacancy rate due to difficulties in the recruiting process.

Comments:

Christie Hadrich for Cody Phinney 7/28/16

Contracting Agency Head's Signature and Date

Bessie Wodgee 8/8/16

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: August 12, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Nikki Hovden, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE AND DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director's Office and the Division of Welfare and Supportive Services requests authority to contract with Sarah Honeycutt, a recent graduate and current employee of the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

Additional Information:

This position will work approximately 20 hours per week and focus on the Division of Welfare and Supportive Services (DWSS) caseload populations. The current duties at the university do not relate to these duties. DWSS is funding this position, but the position will be located and supervised by the Director's Office and working with the current economist staff. The department is working on creating a partnership with the university to give graduate students work experience and to grow people to fill future needs in the department. This is a one year contract starting September 14, 2016 and continuing through September 13, 2017.

Statutory Authority:

NRS 333.705

REVIEWED:_____
ACTION ITEM:_____

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

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

August 5, 2016

To: Jim Wells, Clerk
Board of Examiners

From: Ellen Crecelius, Deputy Director Fiscal Services
Department of Health & Human Services

Through: Richard Whitley, Director
Department of Health & Human Services DH for RW

RE: Authorization to Contract with Current State Employee

The Department of Health & Human Services, Welfare Division and Director's Office request approval to contract with a recent graduate of the University of Nevada, Reno who is currently employed by the University. This will be a part-time position to conduct econometric and statistical analysis on human service caseload.

The position will be funded by the Welfare Division, but will be located and supervised in the DHHS Director's Office working with current economist staff. The Department of Health and Human Services is working on creating a partnership with the University to give graduate students and recent graduates work experience and to grow people to fill future needs in the department.

The authorization to Contract with Current Employee form is attached for review and consideration. Should you have any questions, please contact Ellen Crecelius at 775 684-4004.

Authorization to Contract with a Current Employee

Employee Name:	Sarah Honeycutt
Employee ID number:	NA
Job Title:	Temporary Faculty Research
Current Agency:	University of Nevada, Reno
Current class and grade:	
Employment Dates:	June 2016 – Current
Contracting Agency:	DHHS – Welfare/Director's Office

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	Conduct econometric and statistical analysis on human service caseloads. Research and analyze client subgroups, cross-program interactions, service utilizations, and other data analysis.
b. Document the employee's current job description.	Creating maps of employment and demographic characteristics of Nevada. Developing economic impacts to Nevada's economy from solar power plant development in the southern portion of the State.
c. Explain how this differs from current State duties.	The contract work will specifically target DHHS Welfare caseload populations, this does not relate to current duties at the University.
d. Explain why existing State employees within your agency cannot perform this function.	Current staff focuses on caseload projections and do not have time to do the data analysis.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	Individual overseeing the contract is not related to the contractor.
f. List contractor's hourly rate.	$23.49
g. List the range of comparable State employee rates.	This position is comparable to an Economist 2 (grade 36) Step 1 $23.49, Step 5 $27.34, Step 10 $34.94
h. Justify contract rate if it exceeds the maximum employee/employer rate	NA

paid for a comparable State position by more than 10 percent.	
i. Identify the date and time the contract work will be performed.	Contractor will work approximately 20 hours between the hours of 8:00 – 5:00.
j. Identify the State employee's work schedule.	Contractor will work a flex schedule that works around her schedule.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Contract work will be provided in the DHHS Director's Office and will be recorded on a timesheet submitted weekly.
l. Document the justification for hiring contractor.	The Department of Health and Human Services is working on creating a partnership with the University to give graduate students work experience to grow people to fill future needs in the department.

Comments:

Ellen M Crecelius 8/11/16

Contracting Agency Head's Signature and Date

Thomas R. Liston 8/11/16

Current Employee's Agency Head's Signature and Date

Mike Walker 8/12/16

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: August 8, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Stacey Johnson, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Corrections seeks a favorable recommendation regarding the Agency's determination to use the emergency provision to contract with, Carla Watson, a former Budget Analyst 5 from August 1, 2016 to September 11, 2016 to provide capacity and ensure adequate budget preparations.

Additional Information:

Carla retired from the state July 8, 2015. She has 11 years of experience working in the Executive Budget Office and possesses a high level of knowledge of the budget process. Carla also worked for the Department of Corrections from 1996 – 2000. The agency indicates that due to the retirement of the former Deputy Director of Support Serves and the subsequent retroactive appointment of the Chief of Fiscal Services to fill the vacant Deputy Director position, the department found it short of essential fiscal staffing during the critical phase of completing the FY 18-19 Agency Request Budget.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938

State of Nevada
Department of Corrections

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

Date: August 6, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: John Borrowman
Deputy Director Support Services JD Borrowman 8/6/16

Director Wells,

Pursuant to NRS 333.705, subsection 4, the division seeks a favorable recommendation regarding the department's determination to use the emergency provision to contract with Carla Watson from August 1, 2016 through September 11, 2016 who is a former employee of the Governor's Finance Office.

As a result of the former Deputy Director's retirement on July 15 and subsequent retroactive appointment of the Chief of Fiscal Services to fill the vacant Deputy Director position, the department found it short of essential fiscal staffing just as the department was in a critical phase of completing the SFY18-19 A00 Agency Request as Submitted budget. To provide capacity and ensure adequate budget preparations, the department declared this contracted service was an emergency hire for a duration not to exceed seven weeks. Contractual employment began August 1 and will continue no later than September 11, 2016.

The Nevada Department of Corrections respectfully requests the Board of Examiner's favorable recommendation to contract with a former employee.

Authorization to Contract with a Former Employee

Former Employee Name:	**Carla Watson**
Former Employee ID number:	**002121**
Former Job Title:	**Budget Analyst 5 (Team Lead)**
Former Employing Agency:	**Executive Budget Office**
Former Class and Grade:	**Budget Analyst 5, Grade 43**
Employment Dates:	**7/5/1988 thru 7/8/2015**
Contracting Agency:	**Nevada Department of Corrections (NDOC)**

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.

a. Summarize scope of contract work.	Contractor to provide capacity for developing, reviewing, and publishing the SFY18-19 A00 Agency Budget Request as submitted. Will provide validation of final calculations, positions, narrative, and reconciliation to attachments. Will consult with agency staff as needed.
b. Document former job description.	Contractor's last position with the state was serving as a Budget Analyst 5 (Team Lead) in the Executive Budget Office. The Contractor worked for the Executive Budget Office for more than 11 years in total. Contractor's responsibilities included supervision and support for this agency within her assigned team. The contractor was also formerly employed by this agency from 1996-2000,
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. While the contractor is very knowledgeable of the agency, the knowledge is equally shared with agency staff. The contractor is needed for capacity, not for training.
d. Explain why existing State employees within your agency cannot perform this function.	The agency's former Deputy Director of Support Services retired from state service in July. The Chief of Fiscal Services (ASO4) was appointed as the new DDSS, leaving the Chief of Fiscal Services position vacant for 7 weeks through the end of the budget cycle until it can be recruited in September. Had the positions remained filled through the Agency Request cycle, state employees could

	have completed the functions with overtime.
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 with any employee involved with this request or service.
f. List contractor's hourly rate.	$35 per hour
g. List the range of comparable State employee rates.	The agency employs Budget Analyst 2 (Grade 36) and Budget Analyst 3 (Grade 38) positions. The SFY16 pay schedule ranges from $23.49 to $38.27 per hour.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	The rate is below the rate being paid to a Budget Analyst 3 currently employed in this agency for this purpose.
i. Document justification for hiring contractor.	With the retirement of the Deputy Director of Support Services and subsequent promotion of the Chief of Fiscal Services (ASO4) position, a critical fiscal/ budget positon became vacant with seven weeks remaining to complete the SFY18-19 A00 Agency Budget Request. Current staff is working overtime and this vacancy amplifies the need for additional resources during the final phase of budget preparation. The contractor will provide much needed capacity for review and validation of the budget request.

Comments:

The former Deputy Director of Support Services retired July 15. The ASO4 was promoted retroactively to July 18. Until the retirement and subsequent promotion was final, the agency was unable to speculate about the impact to the capacity to complete the budget request. Given the outcome, the agency's capacity has diminished until the vacancy can be filled in September. The agency must submit the budget request at the end of August, making this an urgent and short-term event. Given the impact and criticality of the deliverable, the agency hired the contractor as provided under SAM 0323 for less than 4 months as an emergency hire and is seeking validation at the September BOE meeting that it would have approved the contract.

8/6/16

Contracting Agency Head's Signature and Date

Stacey Johnson 8/8/16

Budget Analyst

Clerk of the Board of Examiners

For Purchasing Use Only:
RFP/Contract #2029/14026

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Annette Morfin, Purchasing Officer
Phone: (775) 684-0185 Fax: (775) 684-0188
Email: amorfin@admin.nv.gov

and

Manpower
1155 W 4th St #223
Reno NV 89503
Contact: Patrick Harrigan
Phone: (775) 328-6020 Fax: (775) 328-6030
Email: pharrigan@mpreno.com

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

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

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

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

2. **DEFINITIONS.**

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

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

   C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.

   D. "Current State Employee" – means a person who is an employee of an agency of the State.

   E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be March 12, 2013).

Effective from:	April 1, 2013	To:	March 31, 2017

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

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

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

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

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

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 23% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 33% Contractor Recruitment Administrative Markup Fee Both markup fees include a 13.76% Employers Tax Contribution and 6.13% for Benefit Cost consisting of liability and bonding insurance and workers compensation insurance. Temporary employees may be required to drive State vehicles and contractor must maintain the $1,000,000.00 automobile liability on their insurance policy to cover this requirement.

Total Contract Not to Exceed:	$6,000,000.00 for the contract term.

The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.

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

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

8. **BILLING SUBMISSION: TIMELINESS**. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will

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 Section.

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

10. **CONTRACT TERMINATION.**

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

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

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

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

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

3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with

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

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

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

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

1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

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

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

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

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

15. **INDEPENDENT CONTRACTOR**. Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create

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

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

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

The Contractor shall not commence work before:

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

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

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

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

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

B. General Requirements.

1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.

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

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional 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 Contact any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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

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

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

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

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

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

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

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

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

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

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

A. Any federal, State, county or local agency, legislature, commission, council or board;

B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or

C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.

26. **WARRANTIES.**

A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

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

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

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

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

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

Independent Contractor's Signature	Date	Independent Contractor's Title
Signature	Date	Title
Signature	Date	Title
Signature	Date	Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/12/13
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On:
Date

ATTACHMENT AA

NEGOTIATED ITEMS

ATTACHMENT AA

NEGOTIATED ITEMS

CONTRACT NEGOTIATION DOCUMENT

NEGOTIATION DOCUMENT FOR RFP 2029
NEVADA STATE PURCHASING – MASTER SERVICE AGREEMENT
TEMPORARY EMPLOYMENT SERVICES

MANPOWER

EXCEPTIONS – The following table identifies the initial RFP requirement, Proposer's exception and the State's Response.

#	RFP REQUIREMENT	PROPOSER'S RESPONSE	STATE'S RESPONSE	PROPOSER'S RESPONSE
E1	Section 1.6 The State Purchasing Division will administer contract(s) resulting from this RFP. The resulting contract(s) will be for a contract term of four (4) years, anticipated to begin April 1, 2013, subject to Board of Examiners approval.	*Manpower reserves the right to modify the rates set forth in proportion to any legislatively mandated fees imposed by an agency of the state or federal government, which may be required by federal, state, or local law such as FICA, FUTA and State Unemployment Tax. The modification commences upon the effective date of such new or increased cost. Changes include any new or increased cost associated with the passage of a federal or state law mandating any wage increase or benefits for associates.*	*The State accepts your request; however the State would need to be notified in advance and no change would be effective until such time a contract amendment is approved.*	

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

Independent Contractor's Signature	Date	Independent's Contractor's Title
Signature- State of Nevada	Date	Title

ATTACHMENT BB

INSURANCE SCHEDULE

ATTACHMENT BB

INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Non-owned vehicle would include vehicles owned by the State of Nevada.

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.

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

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

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

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 Department Representative's Name and Address). 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 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.

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

Independent Contractor's Signature	Date	Independent's Contractor's Title
Signature- State of Nevada	Date	Title

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 16, 2016

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 –
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:

- Drug and Alcohol Testing Services

Additional Information:

Random observed drug or alcohol testing for parents involved with the child welfare system can be an important addition to a child safety and risk assessment, family assessment, comprehensive substance abuse assessment, case planning and substance abuse intervention and treatment services. Test results can provide useful information for determining whether a parent is using or abstaining from the use of illicit drugs or misuse or abuse of legal drugs/alcohol. Child welfare workers use test results to make informed decisions regarding child removal, family support services, family reunification or termination of parental rights.

Drug and alcohol testing services will be provided upon referral by the Division of Child and Family Services (DCFS) and based upon DCFS' sole discretion for such referrals. The drug and

alcohol testing services include random, observed Rapid Drug Screen (RDS) testing and Ethyl Glucuronide (EtG) urine test for alcohol for clients, when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing.

Provider costs for RDS drug testing not to exceed $25 per test, and EtG urine testing not to exceed $35 per test on weekdays or $45 per test on weekends. This provider agreement was previously approved by the Board of Examiners on August 11, 2015 and then amended on March 8, 2016 to add adults up to age 21. This provider agreement is now being amended to add third party observed collection of specimens not to exceed $15 per specimen collection.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will 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.

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	Administrator Division of Child and Family Services 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: YH

ACTION ITEM:_____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

RICHARD WHITLEY
Director

Kelly Wooldridge
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

TO: James Wells, Director, Governor's Finance Office

THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office

FROM: Kelly Wooldridge, Administrator, DCFS

DATE: August 5, 2016

SUBJECT: Requested Action Item for September 2016 BOE Meeting

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The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of providers to conduct random, observed rapid response drug testing and Etg urine alcohol testing services for clients when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing. This new Provider Agreement will replace the previously approved agreement to now allow 3rd party collection of a specimen for drug or alcohol testing to be sent, with the proper chain of custody, to a good of the state contracted provider.

The provider agreement contracts would be used for the following services.

- Provider Agreement For Drug and Alcohol Testing

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 this provider agreement contracts as to form.

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

And

Independent Contractor: _____
Address: _____
_____
Ph: _____

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

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

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

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

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

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

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

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

ATTACHMENT AA:	SCOPE OF WORK: DRUG AND ALCOHOL TESTING;
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:

		Contractor's Initials	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

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

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

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

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

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

Independent Contractor's Signature — Date

Independent's Contractor's Title

Signature — Date

Administrator Division of Child and Family Services
Title

Signature - Board of Examiners

PRE-APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 8/8/16
(Date)

ATTACHMENT AA
SCOPE OF WORK: DRUG AND ALCOHOL TESTING SERVICES

PURPOSE

The purpose of this contract is to provide random, observed rapid response drug testing and Etg urine alcohol testing services for clients, when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing. This contract also allows for observed third party collection of specimen for drug or alcohol testing to be sent with the proper chain of custody to a good of the state contracted provider. The testing or collection of specimen will only occur upon referral and with an approved Purchase Order (PO) from the Division of Child and Family Services (DCFS) and based upon DCFS's sole discretion for such referrals. DCFS does not guarantee PROVIDER will receive any referrals.

Random, observed drug or alcohol testing for parents involved with the child welfare system can be an important addition to a child safety and risk assessment, family assessment, comprehensive substance abuse assessment, case planning, and substance abuse intervention and treatment services. Test results can provide useful information for determining whether a parent is using or abstaining from the use of illicit drugs or misuse or abuse of legal drugs/alcohol. Child welfare workers use test results to make informed decisions regarding child removal, family support services, family reunification, or termination of parental rights.

EXPECTED KNOWLEDGE AND SKILLS

Provider must possess the following:

A Rapid Drug Screen (RDS) test. This is a test for the simultaneous detection of 2-10 drugs of abuse in a urine specimen. The RDS drug test kit includes a clear plastic collection cup with temperature strip, a slotted lid, a standard lid, and a test card. The RDS system is completely self-contained, and results are obtained in 3-5 minutes.

Experience and competence in administering and observing RDS drug tests.

An EtG (Ethyl Glucuronide) urine test for alcohol. This tests for exposure to alcohol. All collectors are DOT certified and the DOT protocol will be adhered to for the collection process. The client to be tested will be observed by a collector of the same gender. After the sample is collected it will be sent the National Certified Lab the provider uses.

Experience and competence in administering and observing EtG drug tests.

Experience and competence in observed third party collection of specimen for drug or alcohol testing; and knowledge of proper chain of custody for submission to a good of the state contracted provider.

SERVICES TO BE PROVIDED

Provide random, observed RDS testing or EtG testing, or specimen collection in the community in which the client resides.

Provider will email test results to the requesting caseworker as soon as the results are observed; or for the alcohol testing, when the results are back from the lab.

PROVIDER COST/DURATION OF CONTRACT

RDS Drug testing as needed:
To include services outlined above. Not to exceed twenty five dollars ($25.00 per test)

EtG urine alcohol testing as needed:
To include services outlined above. Not to exceed thirty five dollars (35.00 per test) weekdays or forty five ($45.00 per test) on weekends

Third Party Observed Collection of specimens as needed:
To include services outlined above. Not to exceed fifteen dollars ($15.00) per specimen collection

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.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
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., ND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. 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 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

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

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

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

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

Independent Contractor's Signature	Date	Title
Signature – State of Nevada	Date	Administrator, Division of Child and Family Services Title

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

COVERED ENTITY	BUSINESS ASSOCIATE
Division of Child and Family Services	_____ (Enter Business Name)
4126 Technology Way, 3rd Floor	_____ (Enter Business Address)
Carson City NV 89706	_____ (Enter Business City, State and Zip Code)
(775) 684-4400	_____ (Enter Business Phone Number)
(775) 684-4455	_____ (Enter Business Fax Number)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Print Name)	_____ (Print Name)
Administrator, Division of Child and Family Services	_____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT DD
FISCAL PROCEDURES

FISCAL INFORMATION

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.

2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).

3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.

4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.

5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

BILLING INFORMATION

1. Prior authorization is required for all services not mentioned in the scope of work.

2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.

3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.

4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.

5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

CONTRACT CAPITATION

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

Attachment EE

ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office) Phone Number (Cell) Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV…)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as? ☐ Yes ☐ No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency? ☐ Yes ☐ No

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

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

Company Name

Service Areas Where Located and Willing to Travel to

- ☐ Battle Mountain
- ☐ Caliente
- ☐ Carlin
- ☐ Carson, Minden, Gardnerville, Genoa
- ☐ Elko
- ☐ Ely
- ☐ Fallon
- ☐ Hawthorne
- ☐ Lake Tahoe, Zephyr Cove, Incline Village
- ☐ Las Vegas, Boulder City, Indian Springs, Jean, Henderson
- ☐ Laughlin
- ☐ Lovelock
- ☐ Mesquite
- ☐ Pahrump
- ☐ Pioche
- ☐ Reno, Sparks
- ☐ Silver Springs, Lahontan, Fernley
- ☐ Tonopah
- ☐ Virginia City, Silver City
- ☐ Wells
- ☐ Winnemucca
- ☐ 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 5, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Debi Reynolds, Budget Analyst DR
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 –
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 for the service of:

- Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in the care of Child and Family Services

Additional Information:

This provider agreement would be used to enlist the services of licensed psychiatrists who can provide psychiatric services, therapy services, psychological testing and assessment and training and consultation in support of youth and families in behavioral and mental health crisis situations. This provider agreement was previously approved by the Board of Examiners on October 13, 2015 and only included youth referred by the Mobile Crisis Response Team. This provider agreement is being amended to allow other referrals and to increase the hourly rate from $135 to $150. These services are necessary for the continued overall health of the youth.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will 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.

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	Administrator Division of Child and Family Services 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: MN

ACTION ITEM:_____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

RICHARD WHITLEY
Director

Kelly Wooldridge
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

TO: James Wells, Director, Governor's Finance Office

THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office

FROM: Kelly Wooldridge, Administrator, DCFS

DATE: July 19, 2016

SUBJECT: Requested Action Item for September 2016 BOE Meeting

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The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of licensed psychiatrists who can provide psychiatric services, therapy services, psychological testing and assessment, and training and consultation in support of youth and families in behavioral and mental health crisis situations. This agreement previously served ONLY youth referred by the Mobile Crisis Response Team. This agreement also increases the hourly rate from $135.00 to $150.00 in order to make the rate more consistent with the rate paid for child and adolescent psychiatric services in similar settings i.e. Mohave Mental Health, Spring Mountain Treatment Center, etc. These services are necessary for the continued overall health of the youth.

The provider agreement contracts would be used for the following services.

- Provider Agreement for Psychiatric Assessments, Medication Evaluations and Follow-Up Appointments for Youth and Adolescents in the Care of Child and Family Services

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 this provider agreement contracts as to form.

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 CARE OF CHILD AND FAMILY SERVICES
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:

		Contractor's Initials	
		YES	**NO**
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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

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

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

Independent Contractor's Signature Date

Independent's Contractor's Title

Signature Date

Administrator Division of Child and Family Services
Title

Signature - Board of Examiners

PRE-APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 8/2/16
(Date)

ATTACHMENT AA

Scope of Work

PURPOSE: The Division of Child and Family Services (DCFS) support youth and families in behavioral and mental health crisis situations and helps to find community services for youth and their families.

EXPECTED KNOWLEDGE AND SKILLS: A psychiatrist licensed in the State of Nevada who can provide psychiatry services, therapy services, psychological testing and assessment, and training and consultation.

SERVICES TO BE PROVIDED: Provider will perform psychiatric evaluations and assessments, medication management and follow up medication appointments for youth and adolescents referred by the Division of Child and Family Services. Referrals are not guaranteed by DCFS.

DUTIES AND RESPONSIBILITIES:

- Perform medical services including psychiatric evaluations and direct patient care.
- Prescribe psychotropic medications and medication management.
- Provide telephone consultation and adjunctive staff training as necessary.
- Complete progress notes for each clinical contact in the patient's medical record.
- Comply with Agency policy and all laws, Federal or State, concerning patient confidentiality.
- Comply with Agency policy regarding referrals to all levels of care.
- Adhere to professional standards of medical care and comply with all Federal, State and local statutes, rules, and regulations relating to the Providers performance under this agreement.
- Provide required documentation needed for credentialing purpose and evidence of licensure.
- Maintain access to and permit access to all patient records to fully disclose all services provided by the Provider for patients under the age of 18 until the age of 23 and for 5 years for clients 18 and over.

PROVIDER COST/DURATION OF CONTRACT

This provider agreement will be in effect for a period of two fiscal years. Provider will bill on an hourly basis at $150.00 per hour stating patient 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.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
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., ND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. 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 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

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

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

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

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

Independent Contractor's Signature	Date	Title
Signature – State of Nevada	Date	Administrator, Division of Child and Family Services Title

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

COVERED ENTITY	BUSINESS ASSOCIATE
Division of Child and Family Services	_____ (Enter Business Name)
4126 Technology Way, 3rd Floor	_____ (Enter Business Address)
Carson City NV 89706	_____ (Enter Business City, State and Zip Code)
(775) 684-4400	_____ (Enter Business Phone Number)
(775) 684-4455	_____ (Enter Business Fax Number)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Print Name)	_____ (Print Name)
Administrator, Division of Child and Family Services	_____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT DD
FISCAL PROCEDURES

FISCAL INFORMATION

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.

2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).

3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.

4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.

5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

BILLING INFORMATION

1. Prior authorization is required for all services not mentioned in the scope of work.

2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.

3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.

4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.

5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

CONTRACT CAPITATION

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

Attachment EE

ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office) Phone Number (Cell) Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV…)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as? ☐ Yes ☐ No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency? ☐ Yes ☐ No

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

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

Company Name

Service Areas Where Located and Willing to Travel to

- ☐ Battle Mountain
- ☐ Caliente
- ☐ Carlin
- ☐ Carson, Minden, Gardnerville, Genoa
- ☐ Elko
- ☐ Ely
- ☐ Fallon
- ☐ Hawthorne
- ☐ Lake Tahoe, Zephyr Cove, Incline Village
- ☐ Las Vegas, Boulder City, Indian Springs, Jean, Henderson
- ☐ Laughlin
- ☐ Lovelock
- ☐ Mesquite
- ☐ Pahrump
- ☐ Pioche
- ☐ Reno, Sparks
- ☐ Silver Springs, Lahontan, Fernley
- ☐ Tonopah
- ☐ Virginia City, Silver City
- ☐ Wells
- ☐ Winnemucca
- ☐ 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 5, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Debi Reynolds, Budget Analyst DR
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 –
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 for the service of:

- Medication Management, Psychiatric and Psychological Evaluations

Additional Information:

This provider agreement would be used to enlist the services of psychiatric and psychological providers for the purpose of medication management, psychiatric evaluation and psychological evaluation. This provider agreement was previously approved by the Board of Examiners on May 14, 2013 and only included youth located at the Nevada Youth Parole Board offices. This provider agreement is being amended to also see youth at Caliente Youth Center. These services are necessary for the continued overall health of the youth.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will

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.

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	Administrator, Division of Child and Family Services 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: YH

ACTION ITEM:_____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

RICHARD WHITLEY
Director

Kelly Wooldridge
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

RECEIVED
AUG 02 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

TO: James Wells, Director, Governor's Finance Office

THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office

FROM: Kelly Wooldridge, Administrator, DCFS for:

DATE: July 15, 2016

SUBJECT: Requested Action Item for September 2016 BOE Meeting

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The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of psychiatric and psychological providers for the purpose of medication management, psychiatric evaluation, and psychological evaluation. This agreement previously served ONLY youth located at the Nevada Youth Parole Board offices, and now will also see youth at Caliente Youth Center. These services are necessary for the continued overall health of the youth.

The provider agreement contracts would be used for the following services.

- Provider Agreement Medication Management, Psychiatric Evaluation and Psychological Evaluation

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 this provider agreement contracts as to form.

AMENDMENT # 1 TO PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

And

Independent Contractor: _____
Address: _____
_____
Ph: _____

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

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

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

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

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

ATTACHMENT AA: SCOPE OF WORK: MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS;
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 the service of Medication Management, Psychiatric and Psychological Evaluations as described in ATTACHMENT AA, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount in State Budget Account 3263 Category 36. 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:

		Contractor's Initials	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

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

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

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

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

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

Independent Contractor's Signature — Date

Independent's Contractor's Title

Signature — Date

Administrator, Division of Child and Family Services
Title

Signature - Board of Examiners

PRE-APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 8/2/16
(Date)

ATTACHMENT AA – SCOPE OF WORK
MEDICATION MANAGEMENT, PSYCHIATRIC AND PSYCHOLOGICAL EVALUATIONS

PURPOSE:

- This Provider Agreement replaces the agreement previously entered into between the parties.
- The purpose of this Provider Agreement is to provide residential and/or assessment and rehabilitative/treatment to youth at Caliente Youth Center and youth committed to Nevada's Youth Parole Services. Services are to be provided upon referral by Caliente Youth Center or Nevada's Youth Parole Services and based up their sole discretion for such referrals. Caliente Youth Center and Nevada's Youth Parole Services do not guarantee PROVIDER will receive any referrals.
- Medication management and psychiatric evaluations will be provided by psychiatrists. Psychological evaluations will be provided by psychologists.
- The overall goal of medication management, psychiatric evaluations, and psychological evaluations are to determine the diagnostic criteria to aid in identifying services necessary in order for the youth to succeed in parole programming. Program success allows for the youth to be safely released from Caliente Youth Center or Nevada's Youth Parole Services and into the care of a parent or guardian, or into society as an adult. (Program success may be dependent upon other requirements not specific to this Provider Agreement.)

ASSUMPTIONS:

- All services are specific to the psychiatric, psychological and/or medication management services of youth.

SERVICES TO BE PROVIDED:

- All applicable services are currently (at the time of Provider Agreement creation) referred to as the following:
    - "Medication Management"
    - '"Psychiatric Evaluation"
    - "Psychological Evaluation"

- Vendor may supply any single service or combination of services listed in this Provider Agreement. It is not required that Vendor supply every service in order to be eligible for this Provider Agreement.

- Additional services deemed relevant to this Provider Agreement, but not specified in this Provider Agreement, will be considered on a case-by-case basis. It is the provider's responsibility to submit a formal request for said services, on company letterhead, with an authorized signature, to the designated DCFS representative of the youth. The formal request must include:
    - Any pertinent documentation to justify services requested
    - Anticipated term of services requested
    - Number of units requested
    - Frequency of services
    - Unit rate of services requested
    - Justification of how the unit rate was determined
    - Total calculation of costs for services requested

OTHER REQUIREMENTS

- Written evaluations will be provided to the agency within ten (10) business days after the date the examination occurred.
- Youth committed that are determined to require residential treatment will require an up-to-date psychiatric assessment as required by Medicaid.

PROVIDER COST/DURATION OF CONTRACT

- CALIENTE YOUTH CENTER
  - Provider Rates are to remain the same through SFY19 with a two percent (2%) increase every two (2) years thereafter as outlined below.
  - Provider will be eligible for travel per diem at the approved rate as outlined below.

Description of Services	SFY 17-19	SFY 20-21	SFY 22-23	SFY 24-25	SFY 26-27	SFY 28-29
On-Site Psychiatric Care	**$375**	**$382**	**$390**	**$398**	**$406**	**$414**
Telemedicine Care (Video Conference Care)	**$375**	**$382**	**$390**	**$398**	**$406**	**$414**
Travel per Hour (NTE 5 Hrs. /Mo.)	**$30**	**$31**	**$31**	**$32**	**$32**	**$33**
Overnight Accommodations (Room & Meals) per Night	**$120**	**$122**	**$125**	**$127**	**$130**	**$132**
On-Call Stipend	**$200**	**$204**	**$208**	**$212**	**$216**	**$221**
Specialized Assessment Reports required for youth placement on an as-needed basis only	**$500**	**$510**	**$520**	**$530**	**$540**	**$550**

- NEVADA'S YOUTH PAROLE SERVICES
  - All services are not to exceed the approved and posted rate at time of service. All rates are subject to change (increase or decrease) based on the overall percentage Medicaid change(s), at the time the revised Medicaid rates take effect. (i.e. If Medicaid increases by 3%, all rates per this Provider Agreement will increase by 3%, effective on the same date and time the Medicaid increase takes effect.) As outlined below.
  - In the event that a service listed under this Provider Agreement, which is not identified with a Medicaid code, becomes a Medicaid approved service with a Medicaid code and rate, the Medicaid rate will take precedence and become the accepted rate for the duration of the Provider Agreement.
  - Provider will be eligible for travel per diem claim at the approved rate(s) at time of service. As outlined below.

Nevada Youth Parole Board Specific Provider Rate Sheet (Based on Current Medicare rates)			
	Medicaid Code	Provider Agreement Cost*	Billing Unit
Medication Management – Follow-up Client Services (1 Hour)	N/A	$225.00	Hour
Medication Management – Follow-up Client Services (15 minutes)	N/A	$75.00	15 minutes
Medication Management – Follow-up Client Services (30 minutes)	N/A	$135.00	30 minutes
Psychiatric Evaluation (max 4 hour/units)	N/A	250.00	Hour
Psychological Evaluation (max 4 hours/units)	N/A	100.00	Hour
*Current approved Medicaid rate at the time of provider agreement creation. Subject to change.			
**Rates subject to change based on prevailing approved Medicaid rates per specific Medicaid code(s). Any service listed that does not directly tie to a Medicaid code will be adjusted based on approved Medicaid rates. The adjustments will be calculated using the percentage average change for like Medicaid services and will take effect on the same date that the adjusted Medicaid rates take effect. It will be the provider's responsibility to verify the current Medicaid rate or appropriate service rate prior to submission of invoicing. Example: If Medicaid rates increased 3%, all services listed without a Medicaid code will increase by 3% effective at the same date and time the Medicaid increase takes effect.			

Coding Per Medicaid		
Code	Title	Service
N/A	Pharmacologic management, including prescription use, and review of medication with no more than minimal medical psychotherapy.	Medication Management – Follow-up Client Services (1 hour)
		Medication Management – Follow-up Client Services (15 minutes)
		Medication Management – Follow-up Client Services (30 minutes)
N/A	A diagnostic examination into a person's mental health by a mental health professional (psychiatrist)	Psychiatric Evaluation (max 4 hours/units)
N/A	A diagnostic examination into a person's mental health by a mental health professional (psychologist). Includes competency assessment and/or I.Q. testing.	Psychological Evaluation (max 4 hours/units)

Nevada Youth Parole Board Travel Per Diem Schedule		
Invoice Code	Distance (One Way)	Rate Per Mile
Travel	0-100 miles	$0.15
Travel	101-200 miles	$0.17
Travel	201-300 miles	$0.19
Travel	301-400 miles	$0.21
Travel	401-500 miles	$0.23
Travel	501-600 miles	$0.24
Travel	601-700 miles	$0.25
Travel	701-800 miles	$0.26
Travel	801-900 miles	$0.27

Attachment BB
Insurance Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to

Imran Hyman, DCFS Contract Manager
State of Nevada

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

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

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

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

Independent Contractor's Signature Date	Title
Signature – State of Nevada Date	Administrator, Division of Child and Family Services Title

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

COVERED ENTITY	BUSINESS ASSOCIATE
Division of Child and Family Services	_____ (Enter Business Name)
4126 Technology Way, 3rd Floor	_____ (Enter Business Address)
Carson City NV 89706	_____ (Enter Business City, State and Zip Code)
(775) 684-4400	_____ (Enter Business Phone Number)
(775) 684-4455	_____ (Enter Business Fax Number)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Print Name)	_____ (Print Name)
Administrator, Division of Child and Family Services	_____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT DD

FISCAL PROCEDURES

FISCAL INFORMATION

1. Vendor shall maintain fiscal records as 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 Manager immediately, in writing, if/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. In the event of insolvency, or the like, a written notification must be immediately submitted to DCFS in an effort to limit interruption of service(s) to applicable youth. DCFS reserves the right to postpone and/or terminate any and all services with vendor in the event of vendor insolvency, as needed, to prevent interruption in services to applicable youth.

BILLING INFORMATION

1. Prior authorization is required for all services not mentioned in the Scope of Work (Attachment AA.)
2. Vendor will submit an accurate invoice within twenty (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 (1st) page of the contract or as otherwise directed by DCFS fiscal unit.
4. Vendor will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All accurate invoices will be processed within thirty (30) days from receipt of invoice into the DCFS fiscal unit.
6. All services are to be clearly identified on the invoice by service title, youth's full and complete name and date(s) of service.

VENDOR RESPONSIBILITIES

1. All services are not to exceed the approved and posted rate(s) at the time of service.
2. The vendor shall work with the Contract Monitor, or designee, to ensure they will not exceed the contracted consideration in section six (6) of contract for authorized services.
3. Vendor shall receive Service Approvals prior to any services rendered. All invoices must be accompanied by specific Service Approvals. Vendor will not be paid for any services that do not have an authorized Service Approval.
4. Vendor must clearly identify any applicable travel per diem requested, as a separate line item, on the same invoice of service(s) rendered in order to be eligible for said travel per diem. Vendor must identify staff/employee by name, office location, travel destination, total time traveled and requested per diem amount. Vendor is only eligible for travel per diem for service rendered under this Provider Agreement. Travel per diem cannot be combined with any other State contract or Provider Agreement.

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

- ☐ Battle Mountain
- ☐ Caliente
- ☐ Carlin
- ☐ Carson, Minden, Gardnerville, Genoa
- ☐ Elko
- ☐ Ely
- ☐ Fallon
- ☐ Hawthorne
- ☐ Lake Tahoe, Zephyr Cove, Incline Village
- ☐ Las Vegas, Boulder City, Indian Springs, Jean, Henderson
- ☐ Laughlin
- ☐ Lovelock
- ☐ Mesquite
- ☐ Pahrump
- ☐ Pioche
- ☐ Reno, Sparks
- ☐ Silver Springs, Lahontan, Fernley
- ☐ Tonopah
- ☐ Virginia City, Silver City
- ☐ Wells
- ☐ Winnemucca
- ☐ 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 11, 2016

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Nikki Hovden, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT HEALTH AND HUMAN SERVICES –
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH –
PROVIDER AGREEMENT FORM**

Agenda Item Write-up:

The division is requesting Board of Examiners' approval to amend the following provider agreement form to include providers for the service of:

- **Substance Abuse Treatment Program**

Additional Information:

It is requested to revise the division's provider agreement form to include Substance Abuse Treatment Program providers to allow the division to procure authorized providers throughout the state pursuant to the attached scope of work.

REVIEWED: JM
ACTION ITEM:_____

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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 3, 2016

MEMORANDUM

TO: **Nikki Hovden**
Budget Analyst
Budget Division

THROUGH: **Richard Whitley, MS** EL for RW
Director
Department of Health and Human Services

FROM: **Dr. John Dimuro, D.O.**
Nevada Chief Medical Officer
Division of Public and Behavioral Health

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

RECEIVED
AUG 09 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

The Division of Public and Behavioral Health (DPBH) requests the approval of the enclosed provider agreement revision. It has been revised to include Substance Abuse Treatment Program providers.

This revised provider agreement will allow our Division the ability to provide necessary services to clients we serve in a wide range of health related professions. These agreements will be used for procuring authorized providers throughout the state pursuant to the attached scope of work for Substance Abuse Treatment Program providers. The provision of service must be based on medical necessity which can occur at the provider's place of business, State Medical Facilities, State and County Jail/Prison Facilities and Mobile Outreach Safety Teams (MOST) throughout the state. The services are provided during state business hours, on-call and after- hours based on situation and need. Substance Abuse Treatment Program services must be provided in compliance with DPBH policies and regulations that comply with Nevada NRS, NAC and SAM regulations. Services are based on the assessed case management needs of the individual and provided through an established DPBH prior authorization process. These provider agreements enable DPBH to retain qualified professional health care providers to augment our services to our clients and patients.

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

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

Rick Morse, Division Contract Manager; phone (775) 684-5932 or email rmorse@health.nv.gov .

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

8/5/16 for Cody L. Phinney, MPH — Date	Administrator, Division of Public and Behavioral Health Title
8/9/16 for Richard Whitley, MS — Date	Director, Department of Health and Human Services Title
Signature for Board of Examiners	APPROVED BY BOARD OF EXAMINERS On _____ (Date)
Approved as to form by: Deputy Attorney General for Attorney General	On 8/4/16 (Date)

PROVIDER AGREEMENT FOR SERVICES OF SUBSTANCE ABUSE TREATMENT PROGRAMS

An Agreement between the State of Nevada
Acting by and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Program Name
Street address
City, State Zip code
Ph: (123) 456-7890 · Fax: (123) 456-7890
Contact:

And

Substance Abuse Treatment Program Provider Name
Street address
City, State Zip code
Ph: (123) 456-7890 · Fax: (123) 456-7890
Contact:

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

WHEREAS, it is deemed that the services of the Provider are both necessary and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Provider Agreement shall not become effective until and unless approved by the Administrator of the Nevada Division of Public and Behavioral Health.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Provider" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Provider Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. PROVIDER AGREEMENT TERM. This Provider Agreement shall be effective from **Start date (or upon approval)** to **End date**, unless sooner terminated by either party as specified in paragraph 10.
4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Provider Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Provider Agreement incorporates the following attachments in descending order of constructive precedence; a Provider's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Provider Agreement:

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

6. CONSIDERATION. The parties agree that Provider will provide the services specified in paragraph 5 at a cost of $**[Rates detailed in the Medicaid State Plan]**, with the total Provider Agreement Authority payable not to exceed $**[Total authority]**. The State does not agree to reimburse Provider for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods and/or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or

other authorized means of requisition for goods and/or services as submitted to and accepted by the Provider. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Provider Agreement term) or a termination as the results of legislative appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. PROVIDER AGREEMENT TERMINATION.

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

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

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

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

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

iii. If Provider becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Provider Agreement and any such breach impairs Provider's ability to perform; or

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

vi. If it is found by the State that Provider has failed to disclose any material conflict of interest relative to the performance of this Provider Agreement.

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

e. Winding up Affairs upon Termination. In the event of termination of this Provider Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Provider Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Provider shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Provider Agreement if so requested by the Contracting Agency;

iv. Provider shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (20).

11. REMEDIES. Except as otherwise provided for by law or this Provider Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Provider to any State agency in accordance with NRS 353C.190.

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

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

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

15. INDEPENDENT PROVIDER. Provider is associated with the State only for the purposes and to the extent specified in this Provider Agreement, and in respect to performance of the contracted services pursuant to this Provider Agreement, Provider is and shall be an independent Provider and, subject only to the terms of this Provider Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Provider Agreement. Nothing contained in this Provider Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The Provider nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Provider shall evaluate the nature of services and term negotiated in order to determine "independent Provider" status and shall monitor the work relationship throughout the term of the Provider Agreement to ensure that the independent Provider relationship remains as such. To assist in determining the appropriate status (employee or independent Provider), Provider represents as follows:

	Provider's Initials	
	YES	**NO**
1. Does the Contracting Agency have the right to require control of when, where and how the independent Provider is to work?	_____	_____

2. Will the Contracting Agency be providing training to the independent Provider? _____ _____

3. Will the Contracting Agency be furnishing the independent Provider with worker's space, equipment, tools, supplies or travel expenses? _____ _____

4. Are any of the workers who assist the independent Provider in performance of his/her duties employees of the State of Nevada? _____ _____

5. Does the arrangement with the independent Provider contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____ _____

6. Will the State of Nevada incur an employment liability if the independent Provider is terminated for failure to perform? _____ _____

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

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Provider, as an independent Provider and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Provider Agreement. The Provider shall not commence work before:

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

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

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

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

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

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

1) Provider shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
2) Employer's Liability insurance with minimum limits of $500,000 each employee per accident for bodily injury by accident or disease.
   If this Provider Agreement is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Provider's workers' compensation insurance policy.
3) If the Provider qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

1) Minimum Limits required:

$ WAIVED General Aggregate
$ WAIVED Products & Completed Operations Aggregate
$ WAIVED Personal and Advertising Injury
$ WAIVED Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

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

Professional Liability Insurance

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

Umbrella or Excess Liability Insurance

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

Commercial Crime Insurance

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

Performance Security

Amount required: $ **WAIVED**

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

General Requirements:

a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Provider, ***The State of Nevada and its officers, employees and immune contractors*** as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Provider Agreement.
b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Provider shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Provider from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Risk Management Division.
e. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Provider must provide the following documents to the contracting State agency:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Provider.
2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Provider. Neither approval by the State nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide the insurance required by this Provider Agreement. Compliance with the insurance requirements of this Provider Agreement shall not limit the liability of Provider or its 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 Provider Agreement or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Division of Public & Behavioral Health
Attn: Contract Manager
4150 Technology Way, Suite #300
Carson City, NV 89706

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Provider shall procure and maintain for the duration of this Provider Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Provider Agreement. Provider will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Provider in accordance with NRS 361.157 and 361.159. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Provider Agreement. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Provider Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. SEVERABILITY. If any provision contained in this Provider Agreement is held to be unenforceable by a court of law or equity, this Provider Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Provider Agreement unenforceable.
20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Provider Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Provider Agreement, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Provider Agreement. Provider shall not assign, transfer or delegate any rights, obligations or duties under this Provider Agreement without the prior written consent of the State.
21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Provider Agreement), or any other documents or drawings, prepared or in the course of preparation by Provider (or its subcontractors) in performance of its obligations under this Provider Agreement shall be the exclusive property of the State and all such materials shall be delivered into State possession by Provider upon completion, termination, or cancellation of this Provider Agreement. Provider shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Provider's obligations under this Provider Agreement without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.
22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Provider may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Provider may clearly label individual documents as a "trade secret" or "confidential" provided that Provider thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document

that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by the State, the State will notify Provider of the request and delay access to the material until seven working days after notification to Provider. Within that time delay, it will be the duty of Provider to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

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

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

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

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

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

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

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. Provider warrants that all services, deliverables, and/or work product under this Provider Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Provider warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

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

28. GOVERNING LAW; JURISDICTION. This Provider Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Provider Agreement.

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

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

Provider Signature Date	Title
for Current Administrator Date	Administrator Division of Public and Behavioral Health Title

Approved as to form by:

Deputy Attorney General for Attorney General	Date

Approved February 10, 2015
Template Updated 7/25/15

ATTACHMENT AA

Scope of Work and Deliverables

Purpose:

This Agreement is an example by and between the Division of Public and Behavioral Health (DPBH) and Substance Abuse Treatment Program Providers (Providers). This Agreement establishes roles and responsibilities between DPBH and the Providers. Only a qualified provider who has signed this Agreement will be authorized to provide services on behalf of DPBH.

Provider Occupations:

Previously approved by the Board of Examiners:

Licensed Physicians – Approved 3/10/2009
Advanced Psychiatric Practitioner of Nursing (APPN) – Approved 8/23/2004
Licensed Psychologist – Approved 4/13/2004
Licensed Clinical Social Worker (LCSW) – Approved 4/13/2004
Licensed Marriage and Family Therapists - Approved 4/13/2004
Qualified Mental Health Associates (QMHA) (Includes Physician Assistants) – Approved 7/7/2015
Supported Living Arrangement (SLA) – Approved 5/13/14
Targeted Case Managers – Approved 2/10/2015

Current Requested Professions:

Licensed Clinical Alcohol and Drug Abuse Counselor
Clinical Alcohol and Drug Abuse Counselor Intern
Licensed Alcohol and Drug Abuse Counselor
Certified Alcohol and Drug Abuse Counselor
Certified Alcohol and Drug Abuse Counselor Intern

Provider Qualifications:

Licensed Clinical Alcohol and Drug Abuse Counselor - A person licensed pursuant to NRS 641C.330 who meets the following documented minimum qualifications:

1. Has received a master's degree or a doctoral degree from an accredited college or university in a field of social science that includes comprehensive course work in clinical mental health, including the diagnosis of mental health disorders;
2. Has completed a program consisting of at least 2,000 hours of supervised, postgraduate counseling of alcohol and drug abusers;
3. Has completed a program that consists of at least 2,000 hours of postgraduate counseling of persons with mental illness who are also alcohol and drug abusers that is supervised by a licensed clinical alcohol and drug abuse counselor; or
4. Is:
    a. Licensed as a clinical social worker pursuant to chapter 641B of NRS;

b. Licensed as a marriage and family therapist pursuant to chapter 641A of NRS; or A nurse who is licensed pursuant to chapter 632 of NRS and has received a masters' degree or a doctoral degree from an accredited college or university.

Clinical Alcohol and Drug Abuse Counselor Intern - A person certified pursuant to NRS 641C.340 who meets the following documented minimum qualifications:

1. Has received a master's degree or doctoral degree in a field of social science that includes comprehensive course work in clinical mental health, including the diagnosis of mental health disorders.

Licensed Alcohol and Drug Abuse Counselor - A person licensed pursuant to NRS 641C.350 who meets the following documented minimum qualifications:

1. Has received a master's degree or a doctoral degree from an accredited college or university in a field of social science.

2. Has completed 4,000 hours of supervised counseling of alcohol and drug abusers.

3. Is:

    a. Licensed as a clinical social worker pursuant to chapter 641B of NRS;
    b. Licensed as a clinical professional counselor pursuant to chapter 641A of NRS;
    c. Licensed as a marriage and family therapist pursuant to chapter 641A of NRS;
    d. A nurse who is licensed pursuant to chapter 632 of NRS and has received a master's degree or a doctoral degree from an accredited college or university; or
    e. Licensed as a clinical alcohol and drug abuse counselor pursuant to this chapter.

4. Has completed 1,000 hours of supervised counseling of alcohol and drug abusers.

Certified Alcohol and Drug Abuse Counselor - A person certified pursuant to NRS 641C.390 who meets the following documented minimum qualifications:

1. Has received a bachelor's degree from an accredited college or university in a field of social science.

Certified Alcohol and Drug Abuse Counselor Intern - A person certified pursuant to NRS 641C.420 who meets the following documented minimum qualifications:

1. Is enrolled in a program in which he or she has completed at least 60 hours of credit toward the completion of a bachelor's degree in a field of social science;

2. Is enrolled in a program from which he or she will receive a master's degree or doctoral degree in a field of social science; or

3. Has received an associate's degree, bachelor's degree, master's degree or doctoral degree that included at least 18 hours of credit specifically related to the practice of counseling alcohol and drug abusers in a field of social science.

*** All rates will be in accordance with current Medicaid/Medicare pricing.**

Exhibit A
SERVICE GRID AND PROVIDER QUALIFICATIONS

The Bureau of Behavioral Health, Wellness and Prevention (BBHWP) is seeking approval for the use of Provider Qualifications agreements for the purpose of delivering substance abuse and co-occurring treatment services to eligible beneficiaries of the Behavioral Health Prevention and Treatment Program. The provider agreement will establish the services that a Substance Abuse Prevention and Treatment Agency (SAPTA) certified provider may provide to an eligible beneficiary of the program. Only a certified SAPTA provider who has signed this Agreement will be authorized to provide services on behalf of the Division of Public and Behavioral Health (DPBH) and BBHWP.
Substance Abuse Treatment Program Provider Qualifications are defined in accordance with Nevada Administrative Code (NAC) CHAPTER 458 - ABUSE OF ALCOHOL AND DRUGS.

The Substance Abuse Treatment Program Provider Qualifications must adhere to all BBHWP and Medicaid policies, procedures, and guidelines.

BBHWP will reimburse Providers for SAPTA eligible services; if the services performed by qualified providers are on eligible beneficiaries and based on the current rate schedule. Reimbursements shall never exceed the contracted total.

It is DPBH's policy to support and promote the delivery of eligible substance abuse and co-occurring treatment services to eligible beneficiaries of the program. The provision of service must be based on medical necessity. Services must be provided in compliance with BBHWP policies.

The following table lists a description of covered treatment levels of care, the covered codes that may be billed by treatment level, code descriptions, and the minimum provider qualifications for each covered service.

Early Intervention/Prevention		
Level of Care	Covered Services	Description of Treatment Level
Level 0.5 Early Intervention/ Prevention	1) Screening services recommended by the U.S. Preventive Services Task Force: a) Depression screening in adults and adolescents. b) Alcohol screening in adults, including pregnant women. c) Tobacco use counseling and interventions for pregnant women. 2) Must be direct visualization. Self-screens and over the phone are non-covered.	A. DEPRESSION SCREENING <u>Adults:</u> Many formal screening tools are available, including instruments designed specifically for older adults. (See Policy, page 4) Asking two simple questions about mood and anhedonia ("Over the past two weeks, have you felt down, depressed, or hopeless?" and "Over the past two weeks, have you felt little interest or pleasure in doing things?") may be as effective as using more formal instruments (2). There is little evidence to recommend one screening method over another; therefore, clinicians may choose the method most consistent with their personal preference, the patient population being served, and the practice setting. All positive screening tests should trigger full diagnostic interviews that use standard diagnostic criteria (that is, those from the updated *Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition)* to determine the presence or absence of specific depressive disorders, such as MDD or dysthymia. The severity of depression and comorbid psychological problems (for example, anxiety, panic attacks, or substance abuse) should be addressed. <u>Adolescents:</u> Instruments developed for primary care (Patient Health Questionnaire for Adolescents [PHQ-A] and the Beck Depression Inventory-Primary Care Version [BDI-PC]) have been used successfully in adolescents. There are limited data describing the accuracy of using MDD screening instruments in younger children (7-11 years of age). B. ALCOHOL SCREENING

Adults/Pregnant Women: The USPSTF considers three tools as the instruments of choice for screening for alcohol misuse in the primary care setting: the Alcohol Use Disorders Identification Test (AUDIT), the abbreviated AUDIT-consumption (AUDIT-C), and single question screening (for example, the NIAAA recommends asking, "How many times in the past year have you had five [for men] or four [for women and all adults older than 65 years] or more drinks in a day?"). Of available screening tools, AUDIT is the most widely studied for detecting alcohol misuse in primary care settings; both AUDIT and the abbreviated AUDIT-C have good sensitivity and specificity for detecting the full spectrum of alcohol misuse across multiple populations.

AUDIT comprises ten questions and requires approximately two to five minutes to administer. AUDIT-C comprises three questions and takes one to two minutes to complete. Single-question screening also has adequate sensitivity and specificity across the alcohol-misuse spectrum and requires less than one minute to administer.

C. TOBACCO

Pregnant Women Various primary care clinicians may deliver effective interventions. There is a dose-response relationship between quit rates and the intensity of counseling (that is, more or longer sessions improve quit rates). Quit rates seem to plateau after 90 minutes of total counseling contact time. Helpful components of counseling include problem-solving guidance for smokers (to help them develop a plan to quit and overcome common barriers to quitting) and the provision of social support as part of treatment. Complementary practices that improve cessation rates include motivational interviewing, assessing readiness to change, offering more intensive counseling or referrals, and using telephone "quit lines."

COVERED SERVICES LEVEL 0.5		
Code	**Description**	**Provider Qualifications**
	Behavior Change Intervention & Counseling Risk Factors	
99401	Preventive med counseling	Licensed Qualified Mental Health Professional (QMHP)
99406	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99407	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99408	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
99409	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
	HCPCS ***(Licensed Alcohol and Drug Counselors (LADC) and Certified Alcohol Drug Counselors (CADC))***	

H0001	Alcohol and/or drug assessment (1 unit per assessment at least 30 minutes) **** If a CADC-I completes the assessment, it will not be counted completed until it has been reviewed and approved by the clinical supervisor.***	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0002	Behavioral health screening to determine eligibility for admission to treatment program (1 unit per assessment at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0049	Alcohol/drug screening (1 unit per screening)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)

Outpatient Services		
Level of Care	Covered Services	Description of Treatment Level
Level 1 Outpatient Services	1. Medication management 2. 24 hour crisis intervention services face to face or telephonically available seven days per week 3. Behavioral Health/Substance Abuse Covered Screens 4. Comprehensive biopsychosocial Assessment 5. Individual and group counseling 6. Individual, group, family psychotherapy 7. Peer Support Services	A clinic model that meets the certification requirement NAC 458.103 for alcohol and drug abuse programs. The entity will provide medical, psychiatric, and psychological services, which are available onsite or through consultation or referral. Medical and psychiatric consultations are available within 24 hours by telephone or in person, within a period appropriate to the severity and urgency of the consultation. Emergency services available by telephone 24 hours a day, seven days a week. Recovery and self-help groups are a part of the overall milieu. All other services are individually billed.

COVERED SERVICES LEVEL 1		
Code	**Description**	**Provider Qualifications**
	Behavior Change Intervention & Counseling Risk Factors	
99401	Preventive med counseling	Licensed Qualified Mental Health Professional (QMHP)
99406	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99407	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99408	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
99409	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
	HCPCS	
H0001	Alcohol and/or drug assessment (1 unit per assessment at least 30 minutes) **** If a CADC-I completes the assessment, it will not be counted completed until it has been reviewed and approved by the clinical supervisor.***	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0002	Behavioral health screening to determine eligibility for admission to treatment program (1 unit per assessment at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)

H0005	Alcohol and/or drug services; group counseling by a clinician (1 unit per group at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0007	Alcohol and/or drug services; crisis intervention (outpatient)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0015	Alcohol and/or drug services; intensive outpatient program (3 hours per day at least 3 days per week) (1 unit equals 1 day/visit)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0020	Alcohol and/or drug services; methadone administration and/or service (provision of the drug by a licensed program)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0034	Medication training and support; per 15 minutes	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0038	Self-help/peer service; per 15 minutes	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0038	Self-help/peer service; per 15 minutes; Use modifier HQ when requesting/billing for a group setting	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0047	Alcohol and/or drug services; (State defined individual counseling by a clinician). (1 unit per session at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0049	Alcohol/drug screening (1 unit per screening)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
	Interactive Complexity & Psychiatric Diagnostic Procedures	
90785	Interactive Complexity	Dually Licensed as a CADC/LACD and holding a clinical mental health license.
90791	Psychiatric diagnostic evaluation	Dually Licensed as a CADC/LACD and holding a clinical mental health license. LCADCs can also conduct an evaluation. Evaluations must be completed by a clinician within their scope of practice and programs must be certified to administer comprehensive evaluations.
90792	Psychiatric diagnostic evaluation with medical services	Dually Licensed as a CADC/LACD and holding a clinical mental health license. LCADCs can also conduct an evaluation.
	Psychotherapy	
90832	Psychotherapy, 30 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90834	Psychotherapy, 45 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90837	Psychotherapy, 60 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90846	Family psychotherapy (without the patient present)	Licensed Qualified Mental Health Professional (QMHP)
90847	Family psychotherapy (conjoint therapy) (with patient present)	Licensed Qualified Mental Health Professional (QMHP)
90849	Multiple-family group psychotherapy	Licensed Qualified Mental Health Professional (QMHP)

90853	Group psychotherapy (other than of a multiple-family group)	Licensed Qualified Mental Health Professional (QMHP)
	Psychotherapy for Crisis	
90839	Psychotherapy for Crisis first 60 mins	Licensed QMHP. If a multidisciplinary team is used, the team must be led by a QMHP. The team leader assumes professional liability over the CI services rendered
90840	Psychotherapy for Crisis each additional 30 mins	Licensed QMHP. If a multidisciplinary team is used, the team must be led by a QMHP. The team leader assumes professional liability over the CI services rendered
	Evaluation & Management	
90833	Psychotherapy, 30 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants
90836	Psychotherapy, 45 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants
90838	Psychotherapy, 60 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants
99201	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. 10 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99202	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of low to moderate severity. 20 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99203	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and medical decision making of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate severity. 30 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants

99204	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and medical decision making of moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate to high severity. 45 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99205	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate to high severity. 60 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99211	Office or other outpatient visit for the E/M of an ESTABLISHED patient that may not require the presence of a physician or other qualified healthcare professional. Usually, the presenting problems are minimal. Typically, 5 minutes are spent performing or supervising these services.	Physicians, Nurse Practitioners, and Physician Assistants
99212	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are self-limited or minor. Typically, 10 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99213	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are low to moderate severity. Typically, 15 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants

99214	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are of moderate to high severity. Typically, 25 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99215	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are of moderate to high severity. Typically, 40 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99218	Initial Observation Care, per day, for the E/M of a patient which requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making that is straightforward or of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of low severity. Typically, 30 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants
99219	Initial Observation Care, per day, for the E/M of a patient that requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of moderate severity. Typically, 50 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants
99220	Initial Observation Care, per day, for the E/M of a patient that requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of high severity. Typically, 70 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants

	SAPTA Daily Room + Board	
104	Transitional Housing: services consist of a supportive living environment for individuals who are receiving substance abuse treatment in an Intensive Outpatient, or Outpatient program and who are without appropriate living alternatives.	

Intensive Outpatient Program		
Level of Care	Covered Services	Description of Treatment Level
Level 2 **2.1 Intensive Outpatient Treatment**	An evidenced-based/best practice model providing a minimum amount of skilled structured programming hours per week. During the day, before or after work setting, evening, and/or weekend. Provides a milieu "real world" environment. The milieu is a combination of skilled treatment services. 1. Medical and psychiatric consultation 2. Psychopharmacological consultation 3. Medication management 4. 24 hour crisis intervention services face to face or telephonically available seven days per week 5. Comprehensive biopsychosocial assessments 6. Behavioral Health/Substance Abuse Covered Screens 7. Individual and group counseling 8. Individual, group, family psychotherapy 9. Self-help/recovery groups	Frequencies and intensity are appropriate to the objectives of the treatment plan. Requires a comprehensive interdisciplinary program team approach of appropriately credentialed addiction treatment professionals, including addiction – credentialed physicians who assess and treat substance-related disorders. Some staff are cross-trained to understand the signs and symptoms of mental disorders and to understand and explain the uses of psychotropic medications and interactions with substance-related disorders.

COVERED SERVICES LEVEL 2		
Code	**Description**	**Provider Qualifications**
	HCPCS	
H0001	Alcohol and/or drug assessment (1 unit per assessment at least 30 minutes) **** If a CADC-I completes the assessment, it will not be counted completed until it has been reviewed and approved by the clinical supervisor.***	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0002	Behavioral health screening to determine eligibility for admission to treatment program (1 unit per assessment at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)

H0007	Alcohol and/or drug services; crisis intervention (outpatient)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0015	Alcohol and/or drug services; intensive outpatient program (3 hours per day at least 3 days per week) (1 unit equals 1 day/visit)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0049	Alcohol/drug screening (1 unit per screening)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
	SAPTA Daily Room + Board	
104	Transitional Housing: services consist of a supportive living environment for individuals who are receiving substance abuse treatment in an Intensive Outpatient, or Outpatient program and who are without appropriate living alternatives.	

Partial Hospitalization Program		
Level of Care	Covered Services	Description of Treatment Level
2.5 Partial Hospital-ization	1. Outpatient hospital setting. 2. All level 2.1 services in addition need the direct access to psychiatric, medical and/or laboratory services.	Same as above, in addition psychiatric and medical management. Intensity of service required is higher than can be provided in Intensive Outpatient Treatment

COVERED SERVICES LEVEL 2.5		
Code	**Description**	**Provider Qualifications**
	HCPCS	
H0035	Mental health partial hospitalization, treatment less than 24 hours (1 unit equals 60 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)

Outpatient Services Provided in a Licensed Level 3 Environment		
Level of Care	Covered Services	Description of Treatment Level
Level 3 Residential 3.3-.5 Managed Residential	Medical, psychiatric, and psychological services, which are available onsite or through consultation or referral. Medical and psychiatric consultations are available within 24 hours by telephone or in person, within a period appropriate to the severity and urgency of the consultation. 1. 24 hour crisis intervention services face to face or telephonically available seven days per week 2. Medication management	A clinic model that meets the certification requirement NAC 458.103 for alcohol and drug abuse programs. Room and board is not a reimbursable service through the Division of Health Care Financing and Policy (DHCFP) outpatient program. The entity will provide medical, psychiatric, and psychological services, which are available onsite or through consultation or referral. Medical and psychiatric consultations are available within 24 hours by telephone or in person, within a period appropriate to the severity and urgency of the consultation. Emergency services available by telephone 24 hours a day, seven days a week. Recovery and self-help groups are a part of the overall milieu. All other services are individually billed.

	3. Behavioral Health/Substance Abuse Covered Screens 4. Comprehensive Biopsychosocial Assessment 5. Individual and group counseling 6. Individual, group, family psychotherapy 7. Peer Support Services	

COVERED SERVICES LEVEL 3		
Code	**Description**	**Provider Qualifications**
	Behavior Change Intervention & Counseling Risk Factors *(Licensed QMHP)*	
99401	Preventive med counseling	Licensed Qualified Mental Health Professional (QMHP)
99406	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99407	Smoking and tobacco cessation counseling	Licensed Qualified Mental Health Professional (QMHP)
99408	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
99409	Alcohol and/or substance abuse screening	Licensed Qualified Mental Health Professional (QMHP)
	HCPCS	
H0001	Alcohol and/or drug assessment (1 unit per assessment at least 30 minutes) **** If a CADC-I completes the assessment, it will not be counted completed until it has been reviewed and approved by the clinical supervisor.***	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0002	Behavioral health screening to determine eligibility for admission to treatment program (1 unit per assessment at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0005	Alcohol and/or drug services; group counseling by a clinician (1 unit per group at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0007	Alcohol and/or drug services; crisis intervention (outpatient)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0015	Alcohol and/or drug services; intensive outpatient program (3 hours per day at least 3 days per week) (1 unit equals 1 day/visit)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0020	Alcohol and/or drug services; methadone administration and/or service (provision of the drug by a licensed program)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0034	Medication training and support; per 15 minutes	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0038	Self-help/peer service; per 15 minutes	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)

H0038	Self-help/peer service; per 15 minutes; Use modifier HQ when requesting/billing for a group setting	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0047	Alcohol and/or drug services; (State defined individual counseling by a clinician). (1 unit per session at least 30 minutes)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
H0049	Alcohol/drug screening (1 unit per screening)	Licensed Alcohol and Drug Counselors (LACD) and Certified Alcohol Drug Counselors (CADC)
	Interactive Complexity & Psychiatric Diagnostic Procedures	
90785	Interactive Complexity	Dually Licensed as a CADC/LACD and holding a clinical mental health license.
90791	Psychiatric diagnostic evaluation	Dually Licensed as a CADC/LACD and holding a clinical mental health license. LCADCs can also conduct an evaluation. Evaluations must be completed by a clinician within their scope of practice and programs must be certified to administer comprehensive evaluations.
90792	Psychiatric diagnostic evaluation with medical services	Dually Licensed as a CADC/LACD and holding a clinical mental health license. LCADCs can also conduct an evaluation.
	Psychotherapy	
90832	Psychotherapy, 30 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90834	Psychotherapy, 45 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90837	Psychotherapy, 60 mins, with pt. and/or family member	Licensed Qualified Mental Health Professional (QMHP)
90846	Family psychotherapy (without the patient present)	Licensed Qualified Mental Health Professional (QMHP)
90847	Family psychotherapy (conjoint therapy) (with patient present)	Licensed Qualified Mental Health Professional (QMHP)
90849	Multiple-family group psychotherapy	Licensed Qualified Mental Health Professional (QMHP)
90853	Group psychotherapy (other than of a multiple-family group)	Licensed Qualified Mental Health Professional (QMHP)
	Psychotherapy for Crisis	
90839	Psychotherapy for Crisis first 60 mins	Licensed QMHP. If a multidisciplinary team is used, the team must be led by a QMHP. The team leader assumes professional liability over the CI services rendered
90840	Psychotherapy for Crisis each additional 30 mins	Licensed QMHP. If a multidisciplinary team is used, the team must be led by a QMHP. The team leader assumes professional liability over the CI services rendered
	Evaluation & Management	
90833	Psychotherapy, 30 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants

90836	Psychotherapy, 45 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants
90838	Psychotherapy, 60 mins, with pt. and/or family member when performed with an E/M service.	Physicians, Nurse Practitioners, and Physician Assistants
99201	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. 10 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99202	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of low to moderate severity. 20 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99203	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and medical decision making of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate severity. 30 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99204	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused exam, and medical decision making of moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate to high severity. 45 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99205	Office or other outpatient visit for the E/M of a NEW PT, which requires 3 components: a problem focused history, a problem focused examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs. Usually, the presenting problem(s) are of moderate to high severity. 60 mins face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants

99211	Office or other outpatient visit for the E/M of an ESTABLISHED patient that may not require the presence of a physician or other qualified healthcare professional. Usually, the presenting problems are minimal. Typically, 5 minutes are spent performing or supervising these services.	Physicians, Nurse Practitioners, and Physician Assistants
99212	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and straightforward medical decision-making. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are self-limited or minor. Typically, 10 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99213	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are low to moderate severity. Typically, 15 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99214	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are of moderate to high severity. Typically, 25 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants
99215	Office or other outpatient visit for the E/M of an ESTABLISHED patient, which requires at least 2 of these 3 key components: a problem focused history, a problem focused examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the patient's problem(s) and/or family's needs. Usually, problem(s) are of moderate to high severity. Typically, 40 minutes face-to-face.	Physicians, Nurse Practitioners, and Physician Assistants

99218	Initial Observation Care, per day, for the E/M of a patient which requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making that is straightforward or of low complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of low severity. Typically, 30 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants
99219	Initial Observation Care, per day, for the E/M of a patient that requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making moderate complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of moderate severity. Typically, 50 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants
99220	Initial Observation Care, per day, for the E/M of a patient that requires these 3 key components: a detailed or comprehensive history, a detailed or comprehensive examination, and medical decision making of high complexity. Counseling and/or coordination of care with other physicians, other qualified health care professionals, or agencies are provided consistent with the nature of the problem(s) and the patient's or family's needs. Usually, the problem(s) requiring admission to "observation status" are of high severity. Typically, 70 minutes are spent at the bedside and on the patient's hospital floor or unit.	Physicians, Nurse Practitioners, and Physician Assistants

SAPTA ROOM AND BOARD SERVICES

Level of Care	Covered Services	Description of Treatment Level
III.1-Low Intensity/ Short Term Residential	**Services:** • Basic Skills Training • Transportation • Peer to Peer • Medication Management (if necessary) • Medical Services (these services must be available per licensing requirements • Treatment and adjunct services shall not be provided but can be arranged for by the program if medically necessary.	Low Intensity/Short term residential facilities provide living accommodations in a structured environment that encourages each client to assume responsibility for their own rehabilitation. Low-intensity residential treatment is provided in a licensed residential facility, which provides room, board, and services designed to apply recovery skills, preventing relapse, improving emotional functioning, promoting personal responsibility and reintegrating the individual into work, education and family life. A minimum of 4 hours per day of structured activities must be provided on each billable day. *Must be licensed by BHCQC **Medical Services:** Must be provided as per licensing requirements. **Staffing**: A staff person shall be available to residents twenty-four (24) hours per day.

	*Treatment services can be provided by treatment Provider Qualifications outside of the program. • Halfway House Facilities shall encourage use of community resources by persons recovering from alcohol/drug use. • There shall be written provisions for medical screening, care of clients requiring minor treatment or first aid and handling of medical emergencies. • Structured Activities: • Employment • Vocational training • Recovery Support Services • Recreation *Self-help meetings may be included as part of structured activities	The client/ staff ratio shall not exceed twelve (12) clients to one (1) staff person. The staff shall be composed of: • A house manager; and • Other staff sufficient to meet the client/staff standard.
Level III.2-D Clinically Managed Residential Detoxification	**Services:** • Substance abuse assessment • Substance abuse assessment • Individual counseling • Group Sessions • Basic Skills training • Crisis Intervention	Provides care to patients whose intoxication/withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support. At least one employee must be present 24 hours a day with appropriate clinical protocols in place to identify patients who are in need of medical services beyond the capacity of the social setting detoxification facility. This care approximates ASAM PPC-2R Level III.2-D. A unit consists of one day (24-hour period). *Must be licensed by BHCQC
III.3- Clinically Managed Medium Intensity Residential	**Services**: • Substance abuse assessment • 24 hour crisis management • Medical, psychiatric, psychological, services, which are available onsite or through consultation or referral. Medical and psychiatric consultation are available within 24 hours	Residential Level III.3 is a supportive in-house treatment environment for clients who have been identified with a substance dependency diagnosis as described in the DSM-IV-TR under substance related disorders. As a medium intensity residential level of care, the effect that alcohol and drug dependency has had on the identified client is so significant that the resulting level of impairment does not allow for addressing the client's needs at a less intense service level whether outpatient or residential in delivery. Treatment emphasis is on significant cognitive deficits (permanent or transitory), interpersonal functioning, coping skills, relapse prevention strategies, and a general process towards reintegration back into community and higher functioning.

	by telephone or in person, within a time frame appropriate to the severity and urgency of the consultation • Individual, group, and/or family therapy (5 hours per week must be billed as counseling services: 4 hours of group and 1 hour of individual counseling) • Family therapy: To be included during course of treatment as clinically indicated • Psychosocial rehabilitation • Structured Activities: 7 hours a day required. Example of activities: • Counseling Services • Psycho education • Employment and Vocational training • Recovery Support Services • Recreation • Transportation • Peer to Peer • Medication Management (if necessary) • Medical Services (these services must be available per licensing requirements) Self-help meetings may be included as part of structured activities **Medical Services:** Must be provided as per licensing requirements Room and Board (for Medicaid clients only)	Clients that are placed in this level of care need to have a severe cognitive or functional impairment demonstrated by a thorough psychological or neurological evaluation. Clinically managed medium intensity residential includes **no less than 9 hours per week of counseling interventions.** A minimum of 7 hours per day of structured activities must be provided on each billable day. *Must be licensed by BHCQC
III.5 Clinically Managed High Intensity	**Services:** • Substance abuse assessment • 24 hour crisis management • Medical, psychiatric, psychological, services, which are available	Level III.5 is provided in a licensed long term residential facility which provides a structured recovery environment, combined with professional clinical services, designed to address addiction and living skills problems for persons with substance abuse diagnosis who require longer treatment stays to support and promote recovery. (Note: Self-help meetings may be included as a part of structured activities)

	onsite or through consultation or referral. Medical and psychiatric consultation are available within 24 hours by telephone or in person, within a time frame appropriate to the severity and urgency of the consultation • Individual, group, and/or family therapy (5 hours per week must be billed as counseling services: 4 hours of group and 1 hour of individual counseling) • Family therapy: To be included during course of treatment as clinically indicated • Basic Skills Training • Transportation • Peer to Peer • Medication Management (if necessary) • Medical Services (these services must be available as per licensing requirements) • Crisis Intervention (doesn't count against the required minimum service hours) • Psychosocial rehabilitation • Structured Activities: 7 hours a day required. Example of activities: • Counseling Services • Psycho education • Employment • Vocational training • Recovery Support Services • Recreation	Clinically managed high intensity residential includes **no less than 9 hours per week of counseling interventions.** A minimum of 7 hours per day of structured activities must be provided on each billable day. Intervention focuses on reintegration into the greater community with particular emphasis on education and vocational development. *Must be licensed by BHCQC **Medical Services:** Must be provided as per licensing requirements
Transitional Housing	The program activities are focused on problems in applying recovery skills, and should include but are not limited to referral and linkage, referral and coordination of care, client support and advocacy, self-help meetings, monitoring and follow-up.	Transition services consist of a supportive living environment for individuals who are receiving substance abuse treatment in an Intensive Outpatient, or Outpatient program and who are without appropriate living alternatives. This level can only be reported in conjunction with another level of treatment being provided at the same time (e.g. Level I or Level II outpatient.) * Must meet HCQC requirements for licensure.

	Frequency and service limits will depend on the level of care utilized; the ideal situation is that the client progress through a care continuum.	

COVERED SERVICES APTA ROOM AND BOARD		
Code	**Description**	**Provider Qualifications**
101	Residential Low Intensity/Short Term	Medical Services: Must be provided as per licensing requirements. Staffing: A staff person shall be available to residents twenty-four (24) hours per day. The client/ staff ratio shall not exceed twelve (12) clients to one (1) staff person. The staff shall be composed of • A house manager and • Other staff sufficient to meet the client/staff standard.
101	Clinically Managed Medium Intensity Residential	Medical Services: Must be provided as per licensing requirements. Staffing: A staff person shall be available to residents twenty-four (24) hours per day. The client/ staff ratio shall not exceed twelve (12) clients to one (1) staff person. The staff shall be composed of • A house manager and • Other staff sufficient to meet the client/staff standard.
101	Clinically Managed High Intensity	Medical Services: Must be provided as per licensing requirements. Staffing: A staff person shall be available to residents twenty-four (24) hours per day. The client/ staff ratio shall not exceed twelve (12) clients to one (1) staff person. The staff shall be composed of • A house manager and • Other staff sufficient to meet the client/staff standard.
104	Transitional Housing	Transitional Housing - services consist of a supportive living environment for individuals who are receiving substance abuse treatment in an Intensive Outpatient, or Outpatient program and who are without appropriate living alternatives. The program activities are focused on problems in applying recovery

		skills, and should include but are not limited to referral and linkage, referral and coordination of care, client support and advocacy, self-help meetings, monitoring and follow-up. This level can only be reported in conjunction with another level of treatment being provided at the same time (e.g. Level I or Level II outpatient.) Frequency and service limits will depend on the level of care utilized; the ideal situation is that the client progress through a care continuum.
105	Clinically Managed Residential Detoxification - Provides care to patients whose intoxication/withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support. At least one employee must be present 24 hours a day with appropriate clinical protocols in place to identify patients who are in need of medical services beyond the capacity of the social setting detoxification facility.	Required Staff: Must be provided in the facility under the supervision of a Medical Director. All other licensing requirements for medical services and co-occurring services must be followed. Medical staff include: • Physicians who are available 24hours a day by telephone • Physician who is able to access the client within 24 hours of admission, or earlier if there is medical need and is available to provide on-site monitoring if needed. • An RN or other credentialed nurse is available to conduct a nursing assessment at admission • A nurse who is responsible for overseeing or monitoring the client's progress and to provide medication administration on an hourly basis if applicable.

ATTACHMENT BB
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Division of Public and Behavioral Health
Program Name

Hereinafter referred to as the "Covered Entity"

and

Substance Abuse Treatment Program Provider Name

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

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

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

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

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

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

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

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

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

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

IV. OBLIGATIONS OF COVERED ENTITY

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

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

Covered Entity	**Business Associate**
Division of Public and Behavioral Health **4150 Technology Way, #300** **Carson City, NV 89706** **Phone: (775) 684-4200** **Fax: (775) 684-4211**	_____ Business Name _____ Business Address _____ Business City, State and Zip Code _____ Business Phone Number _____ Business Fax Number
_____ Authorized Signature	_____ Authorized Signature
for Current Administrator _____ Print Name	_____ Print Name
Acting Administrator, Division of Public and Behavioral Health _____ Title	_____ Title
_____ Date	_____ 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: August 11, 2016

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 2016 4TH QUARTER REPORT AND FISCAL YEAR 2017 1ST QUARTER RECOMMENDATION.

Agenda Item Write-up:

Pursuant to NRS 217.260, the Board of Examiners estimates 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 2016 Victims of Crime Program report states all approved claims were resolved totaling $2,667,472.08 with $1,093,981.41 paid out of the Victims of Crime Program account and $1,573,490.67 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at $12 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 2017.

Statutory Authority:

BOE approval required pursuant to NRS 217.260

REVIEWED: SB
ACTION ITEM:_____

Brian Sandoval
Governor

STATE OF NEVADA

James Wells
Clerk, Board of Examiners

Bryan Nix, Esq.
Senior Appeals Officer

DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME

2200 S Rancho Dr., #210-A
Las Vegas, Nevada 89102
Fax (702) 486-2825
(702) 486-2740

August 15, 2016

To: James Wells, Clerk, Board of Examiners

Through: Patrick Cates, Director of Administration

From: Bryan Nix, Coordinator, Victims of Crime Program

Re: VOCP 4th Quarter FY 2016 Report, and 1st Quarter FY 2017 Recommendation

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NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the policies adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to these policies, NRS 217.245 provides that the claim is deemed paid in full. Claims are categorized as to their priority; and Claims categorized as the highest priority are paid, in whole or in part, before other claims.

Priority One and Two claims are paid weekly during the quarter, and accrued Priority Three claims are paid at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to Board policies.

Payments by Priority - 4th Quarter FY 2016

Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Priority 1 & 2 Payments	1383	1,355,792.15	522,621.11	833,171.04
Priority 3 Payments	264	1,311,679.93	1,050,869.56	260,810.37
Total 4th Quarter Payments	1647	$2,667,472.08	$1,573,490.67	$1,093,981.41

Claim Payments

The following chart shows claim payments made in FY 2016 by benefit type. As this chart shows, the VOCP satisfied $9,952,253.86 in victim medical bills and claims for $4,052.042.48 of available funding. After bill review and application of Board Policies we have had a total savings of $5,900,211.38 over the billed amount in fiscal year 2016.

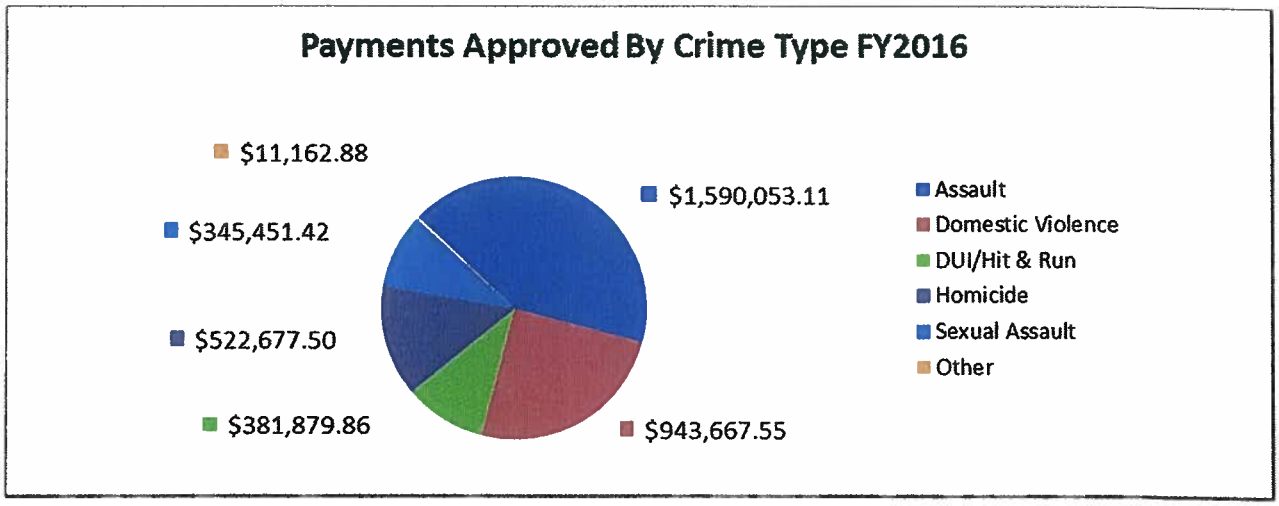
Payment Amounts by Type Fiscal Year 2016

Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic/Physical Therapy	289	153,869.35	35,645.23	118,224.12
Counseling	2423	651,641.54	173,223.83	478,417.71
Survivor Benefits	24	23,050.00	0.00	23,050.00
Dental	138	282,317.90	77,307.75	205,010.15
Discretionary*	727	652,358.72	2,885.42	649,473.30
Funeral Expense	149	495,189.54	19,861.24	475,328.30
Lost Wages	339	360,324.72	1,008.85	359,315.87
Medical - Hospital	379	5,717,478.52	5,035,478.98	681,999.54
Medical - Other	1716	1,548,381.88	552,016.05	996,365.83
Prescription	162	19,753.36	0.30	19,753.06
Vision	97	47,888.33	2,783.73	45,104.60
Total Payments YTD FY2016	**6443**	**$9,952,253.86**	**$5,900,211.38**	**$4,052,042.48**

*Discretionary payments include: Relocations, Temporary Housing, Crime Scene Clean-up, etc.
*Totals subject to change based on stale and stopped payments, lost checks, and reclassified bill types.

Victim Payments by Crime Type

The following pie chart shows amounts approved for payment by crime type, during Fiscal Year 2016.



Financial Review

The chart on the next page shows projected revenues and fund balances, including reserves for FY 2017, and recommendations for 1st quarter FY 2017 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 2016 Projections	
Projected Funds Available for Payments FY16 Less 45 Day Reserves	$14,762,689.77
Less: 1st Quarter Payments	$1,071,046.08
Less: 2nd Quarter Payments	$970,715.19
Less: 3rd Quarter Payments	$916,299.80
4th Quarter Priority 1 & 2 Payments	$833,171.04
4th Quarter Priority 3 Payments	$260,810.37
Less Total 4th Quarter 2016 Payments	$1,093,981.41
Funds Carried Over to FY16 Less 45 Day Reserves	$11,626,947.09
Projected Payments 1st Quarter FY17	$971,385.71
Projected Reserves Available Less 1st Quarter Payments	$10,655,561.38
Recommended Priority 3 Payment Percentage 1st Quarter FY17	**100%**
*Based on average of last 6 quarterly periods.	

As required, a 45 day operating expense reserve of $1,047,880.23 is maintained to cover up to 45 days of victim's claims and administrative expenses.

Historically, most of the program's funding has been spent on emergency medical treatment for uninsured victims of violent crimes. While the number of applications received by the program has increased by more than 7%, we have seen a significant decrease in hospital and other emergency medical expenses due to changes made to Medicaid rules under the Affordable Care Act. Qualified applicants are receiving retroactive Medicaid coverage, limiting program financial assistance for medical expense to their copay amount. Our current Reserves stand at $10 million, and we anticipate Revenues of $8 million for FY 2017. Our expenses are projected to total $6 million in FY 2017, which would leave the program with $12 million in Reserves after all expenses are covered. These Reserves will allow us to pay existing crime related expenses at 100% for the foreseeable future, and also allow us to continue allocating more resources for crime victims' recovery expenses – such as Lost Wages, Survivor Benefits and Relocation Expenses.

Recommendation

We are projecting Priority One and Two payments totaling **$718,988.93** and projected Priority Three payments totaling **$252,396.78,** for a total expense of **$971,385.71** for the 1st quarter.

After reserving **$1,047,880.23** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 1st quarter total **$11,626,947.09.**

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 1st quarter of FY 2017.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

RECEIVED
AUG 11 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

1. Agency: Department of Business & Industry
1830 College Parkway, Suite 100
Carson City, Nevada 89706
Terry Reynolds
775.684.2995 Fax 775.687.4040 treynolds@business.nv.gov

Remarks: This Full Service lease includes extensive tenant improvements (consisting of build out premises based on plans dated 7/18/16, upgraded carpet tiles, new lighting throughout, accent paint in addition to main color choice, use of existing modular furniture), to consolidate the Department of Business & Industry for the Las Vegas area into a centralized location. In addition to providing necessary additional space, the new location was designed specifically to meet the needs of the agency's program.

Exceptions/Special notes: **The terms of this lease were negotiated to contain a 30 day option to terminate. This option may only be exercised if the agencies are relocating to a new building owned by the State. Termination during this period requires a six (6) month notice.**

2. Name of Landlord (Lessor): Omninet 3300 Sahara, LLC

3. Address of Landlord: 9420 Wilshire Boulevard, 4th Floor
Beverly Hills, California 90212
Michael Danielpour 310.300.4100 fax 310.300.4101 Michael@omninet.com

4. Property contact: Omninet Property Management
Andrea Costantini phone 310.300.4100 fax 310.300.4101

5. Address of Lease property: 3300 West Sahara Avenue, Floors 2, 3, & 4
Las Vegas, Nevada 89102

a. Square Footage: ☑ Rentable ☐ Usable 64,653

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
Increase %	$123,361.00	12	$1,480,332.00	Months 1 - 12	$1.91
0%	$123,361.00	12	$1,480,332.00	Months 13 - 24	$1.91
0%	$123,361.00	12	$1,480,332.00	Months 25 - 36	$1.91
OPTION TO TERMINATE 0%	$123,361.00	12	$1,480,332.00	Months 37 - 48	$1.91
0%	$123,361.00	12	$1,480,332.00	Months 49 - 60	$1.91
c. Total Lease Consideration:		60	$7,401,660.00		

d. Option to renew: ☑ Yes ☐ No 90 Renewal terms: One Identical Term
e. Holdover notice: # of Days required 30 Holdover terms: 5% / 90
f. Term: 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 Las Vegas / Henderson Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number:

6. Purpose of the lease: To house the Department of Business & Industry Administration, Labor Commissioner, Athletic Commission, Real Estate, Insurance, Manufactured Housing, Transportation Authority, Mortage Lending, Housing, Financial Institutions, Employee Management Relations Board

7. This lease constitutes:
- ☐ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☑ A relocation (requires a remark)
- ☑ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated Moving Expenses: $TBD Furnishings: $TBD Data/Phones: $TBD

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** E-230

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

Authorized Agency Signature — Date: 8-10-16

For Public Works Information:

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

a.	Nevada Business ID Number: NV20141635918	Exp: 10/31/2016			189
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☑	INC ☐	CORP ☐	LP ☐
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES		☑ NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES		☐ NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES		☐ NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑ YES		☐ NO	
g.	State of Nevada Vendor number: TBD				

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	☑ YES	☐ NO
b. I/we have considered other state leased or owned space available for use by this agency	☑ YES	☐ NO

Authorized Signature — Date: 8-11-16
Public Works Division
//
For Board of Examiners ☑ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business & Industry
Director's Office / Housing Division
1830 College Parkway, Suite 100
Carson City, Nevada 89706
Terry Reynolds
775.684.2995 Fax 775.687.4040 treynolds@business.nv.gov

RECEIVED
AUG 11 2016
GOVERNOR'S OFFICE OF BUDGET DIVISION

Remarks: This full service lease was negotiated to consolidate the Department of Business & Industry for the Carson City area into a centralized location.

Exceptions/Special notes: Division requires IFC approval prior to lease being presented before BOE
Anticipated IFC October 25, 2016; Anticipated BOE November 8, 2016

2. Name of Landlord (Lessor): Burger Family Trust

3. Address of Landlord: 325 Sharon Park Drive, Suite 411
Menlo Park, California 94025

4. Property contact: Bill Burger
Office 406.892.0116 Cell 408.892.8992 bill_burger@yahoo.com

5. Address of Lease property: 1830 College Parkway
Carson City, Nevada 89706

a. Square Footage: ☑ Rentable ☐ Usable 19,917

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Actual** cost per square foot
	$32,464.71	12	$389,576.52	December 1, 2016 - November 30, 2017	$1.63
2%	$33,062.22	12	$396,746.64	December 1, 2017 - November 30, 2018	$1.66
2%	$33,858.90	12	$406,306.80	December 1, 2018 - November 30, 2019	$1.70
2%	$34,456.41	12	$413,476.92	December 1, 2019 - November 30, 2020	$1.73
2%	$35,053.92	12	$420,647.04	December 1, 2020 - November 30, 2021	$1.76
2%	$35,850.60	12	$430,207.20	December 1, 2021 - November 30, 2022	$1.80
2%	$36,448.11	12	$437,377.32	December 1, 2022 - November 30, 2023	$1.83
2%	$37,244.79	12	$446,937.48	December 1, 2023 - November 30, 2024	$1.87
2%	$38,041.47	12	$456,497.64	December 1, 2024 - November 30, 2025	$1.91
2%	$38,638.98	12	$463,667.76	December 1, 2025 - November 30, 2026	$1.94
c. Total Lease Consideration:		120	$4,261,441.32		

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: Ten (10) 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 Carson City Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number:

6. Purpose of the lease: To house the Department of Business & Industry, Director's Office and Housing 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

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.
Yes ✓ **No** ____ **Dec Unit** Base

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

Authorized Agency Signature _____ Date 8-10-16

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: TBD	Exp:	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES	☑ NO
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES	☐ NO
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☐ YES	☐ NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☐ YES	☐ NO
g.	State of Nevada Vendor number: TBD		

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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	☑ YES	☐ NO
b. I/we have considered other state leased or owned space available for use by this agency	☑ YES	☐ NO

Authorized Signature _____ Date 8-11-16
Public Works Division
//
For Board of Examiners ☑ YES ☐ NO

For Budget Division Use Only		
Reviewed by:	Luedis	7/26/16
Reviewed by:	CMO	7/26/16
Reviewed by:		

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation and Natural Resources
Division of Water Resources
901 S Stewart Street. Suite 2002
Carson City, Nevada, 89701
Contact: Bonnie Kordonowy
Phone: 775.684.2863 fax: 775.684.2811 email: bkordonowy@water.nv.gov

Remarks: This is a renewal of an existing lease with a 2% increase over the term.

RECEIVED

Exceptions/Special notes: One (1) day per week janitorial.

JUL 19 2016

2. Name of Landlord (Lessor): The Terraces #3, LLC

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

3. Address of Landlord: PO Box 1988
Elko, Nevada 89801

4. Property contact: Doug Snyder
Phone: 775.738.5616 cell: 775.777.4153 email: doug.snyder@hotmail.com

5. Address of Lease property: 1250 Lamoille Hwy, Suite 1047
Elko, Nevada 89801

a. Square Footage: ☐ Rentable ☑ Usable 1,156

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
$1,764.94	12	$21,179.28	November 1, 2016 - October 31, 2017	$1.53
$1,764.94	12	$21,179.28	November 1, 2017 - October 31, 2018	$1.53
$1,764.94	12	$21,179.28	November 1, 2018 - October 31, 2019	$1.53
$1,764.94	12	$21,179.28	November 1, 2019 - October 31, 2020	$1.53
$1,764.94	12	$21,179.28	November 1, 2020 - October 31, 2021	$1.53
c. Total Lease Consideration:	60	$105,896.40		

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 (see special notes)
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: 4237

6. Purpose of the lease: To house the Division of Water Resources

7. This lease constitutes:
- ☑ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

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

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.
Yes_____ No _____ Dec Unit _____

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

_____

Authorized Agency Signature Date 7/12/16

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20001015286	Exp: 2/28/2017	5
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☑ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES	☑ NO
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES	☐ NO
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES	☐ NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑ YES	☐ NO
g.	State of Nevada Vendor number: T29021097		

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	☑ YES ☐ NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑ YES ☐ NO

_____

Authorized Signature Date 7.15.16
Public Works Division
s/
For Board of Examiners ☑ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	8/2/2016
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Division of Public and Behavioral Health
4126 Technology Way, Suite 103
Carson City, Nevada 89706
Michelle Walker
775.684.4236 Fax 775.684.4246 mwalker@health.nv.gov

Remarks: This full service lease was negotiated to relocate the WIC program, as the current space is needed by the Director's Office.

Exceptions/Special notes: Tenant Improvements include: Remove reception area, fill in 2 openings to separate contiguous space, paint entire suite, replace damaged carpet squares.

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

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

4. Property contact: Terry Yeager
775.882.3211 Fax 775.882.7553 TerryYeager@carsoncommercial.com

5. Address of Lease property: 400 West King Street, Suite 300
Carson City, Nevada 89703

a. Square Footage: ☐ Rentable ☑ Usable 5,750

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
	$7,762.50	12	$93,150.00	October 1, 2016 - Spetember 30, 2017	$1.35
3%	$7,992.50	12	$95,910.00	October 1, 2017 - Spetember 30, 2018	$1.39
3%	$8,222.50	12	$98,670.00	October 1, 2018 - Spetember 30, 2019	$1.43
3%	$8,452.50	12	$101,430.00	October 1, 2019 - Spetember 30, 2020	$1.47
3%	$8,682.50	12	$104,190.00	October 1, 2020 - Spetember 30, 2021	$1.51
3%	$8,970.00	12	$107,640.00	October 1, 2021 - Spetember 30, 2022	$1.56
3%	$9,257.50	12	$111,090.00	October 1, 2022 - Spetember 30, 2023	$1.61
c. Total Lease Consideration:		84	$712,080.00		

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: Seven (7) 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 Carson City Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number: 3214

6. Purpose of the lease: To house the WIC Program

7. This lease constitutes:
- ☐ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☑ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

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JUL 28 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

a. Estimated Moving Expenses: $5,000.00 Furnishings: $77,000.00 Data/Phones: $17,500.00

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.
Yes X **No** _____ **Dec Unit** _____

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

Christine Radwick 7/21/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV19861025336	Exp: N/A	25
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES	☑ NO
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES	☐ NO
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES	☐ NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑ YES	☐ NO
g.	State of Nevada Vendor number: T29000736		

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	☑ YES	☐ NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑ YES	☐ NO

7.26.16
Authorized Signature Date
Public Works Division

BM For Board of Examiners ☑ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	7-21-16
Reviewed by:	7/22/16
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Highway Patrol Division
555 Wright Way
Carson City, Nevada 89711
Contact: Melissa Carr
Phone: 775.684.4593 fax: 775.684.4809 email:mcarr@dps.state.nv.us

Remarks: This lease will take the current month to month lease to a 4 year term.

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JUL 19 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Exceptions/Special notes: DPS Minimal Janitorial

2. Name of Landlord (Lessor): Lovelock Industrial, LLC
3. Address of Landlord: 356 Rosemary Lane
Encinitas, CA 92024
4. Property contact: Tim Dutra
Phone: 760.942.1061 fax: 760.942.1861 email: tdutra@cox.net
5. Address of Lease property: 1155 Lovelock Ave
Lovelock, NV 89419

a. Square Footage: ☐ Rentable ☑ Usable 882

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
Increase %	$1,334.00	12	$16,008.00	October 1, 2016 - September 30, 2017	$1.51
	$1,334.00	12	$16,008.00	October 1, 2017 - September 30, 2018	$1.51
	$1,334.00	12	$16,008.00	October 1, 2018 - September 30, 2019	$1.51
	$1,334.00	12	$16,008.00	October 1, 2019 - September 30, 2020	$1.51
c. Total Lease Consideration:		48	$64,032.00		

d. Option to renew: ☑ Yes ☐ No Renewal terms: One identical term
e. Holdover notice: # of Days required 90 Holdover terms: 5%/90
f. Term: Four (4) years
g. Pass-thrus/CAM/Taxes ☑ Landlord ☐ Tenant
h. Utilities: ☑ Landlord ☐ Tenant
i. Janitorial: ☑ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☑ Other (see special notes)
j. Repairs: Major: ☑ Landlord ☐ Tenant Minor: ☑ Landlord ☐ Tenant
k. Comparable Market Rate:
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

a. Estimated Moving Expenses: TBD Furnishings: TBD Data/Phones: TBD

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

7.15.16

Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20061511346	Exp: 2/28/2017		5
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☑ INC ☐ CORP ☐ LLP ☐		
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES	☑ NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES	☐ NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES	☐ NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑ YES	☐ NO	
g.	State of Nevada Vendor number: T27040221			

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	☑ YES	☐ NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑ YES	☐ NO

7.18.16

Authorized Signature Date
Public Works Division

For Board of Examiners ☐ YES ☑ NO

For Budget Division Use Only	
Reviewed by:	8-2-16
Reviewed by:	8/4/16
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Division of Parole and Probation
555 Wright Way
Carson City, Nevada 89711
Melissa Carr
775.684.4593 Fax: 775.684.4809 mcarr@dps.state.nv.us

Remarks: This retroactive lease was negotiated to include three (3) months of free rent to assist with relocation costs, and to move the agency into a larger space to accommodate their special needs and requirements.

Exceptions/Special notes: DPS Specific Janitorial

2. Name of Landlord (Lessor): Wade Robison
3. Address of Landlord: 1201 Avenue I
Ely, Nevada 89301
4. Property contact: Wade Robison
775.289.1510 morobison@sbcglobal.net
5. Address of Lease property: 1665 Avenue F, Suite B
Ely, Nevada 89301

a. Square Footage: ☐ Rentable ☑ Usable 2,128

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Actual** cost per square foot
	$0.00	3	$0.00	September 1, 2016 - November 30, 2016	$0.00
	$2,872.80	12	$34,473.60	December 1, 2016 - November 30, 2017	$1.35
0%	$2,872.80	12	$34,473.60	December 1, 2017 - November 30, 2018	$1.35
3%	$2,957.92	12	$35,495.04	December 1, 2018 - November 30, 2019	$1.39
0%	$2,957.92	12	$35,495.04	December 1, 2019 - November 30, 2020	$1.39
3%	$3,043.04	12	$36,516.48	December 1, 2020 - November 30, 2021	$1.43
c. Total Lease Consideration:		63	$176,453.76		

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 Three (3) Months
g. Pass-thrus/CAM/Taxes ☑ Landlord ☐ Tenant
h. Utilities: ☑ Landlord ☐ Tenant
i. Janitorial: ☑ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☑ Other (see special notes)
j. Repairs: Major: ☑ Landlord ☐ Tenant Minor: ☑ Landlord ☐ Tenant
k. Comparable Market Rate: Not Available / Rural Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number: 3740

6. Purpose of the lease: To house Department of Public Safety, Parole & Probation
7. This lease constitutes:
   - ☐ An extension of an existing lease
   - ☐ An addition to current facilities (requires a remark)
   - ☑ A relocation (requires a remark)
   - ☐ A new location (requires a remark)
   - ☐ Remodeling only
   - ☐ Other

a. Estimated Moving Expenses: TBD Furnishings: TBD Data/Phones: TBD

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

7-25-16

Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20111307565	Exp: 5/31/2017	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐ YES	☑ NO
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑ YES	☐ NO
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES	☐ NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑ YES	☐ NO
g.	State of Nevada Vendor number: T81028008		

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	☑ YES ☐ NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑ YES ☐ NO

7-25-16

Authorized Signature Date
Public Works Division

For Board of Examiners ☑ YES ☐ NO

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Patrick Cates
Director

Gustavo Nuñez, P.E.
Administrator

Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1821

Leasing Services Section
(775) 684-1815 • Fax (775) 684-1817

PUBLIC WORKS DIVISION

Las Vegas Offices:

Public Works Section
1830 East Sahara, Suite 204
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
2621 E. Sahara Avenue
Las Vegas, Nevada 89104-4136
Buildings & Grounds Section
(702) 486-4300 • Fax (702) 486-4308

RECEIVED
JUL 26 2016
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

Date: July 26, 2016

To: Jim Rodriguez, Budget Analyst
CC: Melissa Carr, ASO for DPS

From: Becky McCabe, Leasing Services
775-684-1815; becky.mccabe@admin.nv.gov

Subject: 1665 Avenue F, Suite B, Ely, Nevada 89301

This memo is a clarification for a retroactive start date of September 1, 2016 for the lease referenced above, which houses the Department of Public Safety, Parole & Probation.

This is a relocation, which includes three (3) months of free rent. The current lease has been in holder since October 31, 2014. This lease did not make the deadline for placement on the August 9, 2016 Board of Examiners meeting due to the build to suit with current Lessor not being cost effective to the Agency.

We respectively request approval of the lease, retroactively commencing September 1, 2016 for approval on the September 13, 2016 BOE meeting.

Thank You,

Becky McCabe

Becky McCabe

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: **16707**

Amendment Number: **1**

Legal Entity Name: MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES NEVADA

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Contractor Name: **MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES NEVADA**

Agency Code: **082**

Address: **6255 MCLEOD DR**

Appropriation Unit: **1349-12**

SUITE 8

Is budget authority available?: **Yes**

City/State/Zip **LAS VEGAS, NV 89120-4404**

If "No" please explain: Not Applicable

Contact/Phone: Jeff Budzinski 702-597-0314

Vendor No.: T27027115A

NV Business ID: NV20071267110

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Building and Grounds Rental Income Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/29/2015**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2019**

Contract term: **3 years and 337 days**

4. Type of contract: **Contract**

Contract description: **HVAC MAINTENANCE**

5. Purpose of contract:

**This is the first amendment to the original new contract which provides heating and air systems maintenance and inspection/
services, as well as fire damper maintenance/inspection services, for the Campos Building located at 215 E. Bonanza in Las Vegas and various state owned buildings throughout Southern Nevada on an as needed basis. This amendment increases the contract maximum amount from $47,600 to $63,600 due to the continued need for these services.**

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$47,600.00	$47,600.00	$47,600.00	Yes - Info
2.	Amount of current amendment (#1):	$16,000.00	$16,000.00	$63,600.00	Yes - Action
3.	New maximum contract amount:	$63,600.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need to maintain the HVAC system to ensure peak performance and to extend the operation of the HVAC equipment.

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

Buildings and Grounds does not have adequate manpower to maintain the HVAC equipment and systems properly.

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. Soliciation Waiver: **Not Applicable**

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

Vendors invited did not submit winning bid in the best interest of the agency.

d. Last bid date: 04/01/2015 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:

2011- 2015 Buildings and Grounds, Service satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/18/2016 14:01:14 PM
Division Approval	csweeney	07/18/2016 14:01:17 PM
Department Approval	csweeney	07/18/2016 14:01:21 PM
Contract Manager Approval	ssands	07/18/2016 14:12:30 PM
Budget Analyst Approval	jrodrig9	07/22/2016 09:40:27 AM
BOE Agenda Approval	pnicks	07/22/2016 10:04:39 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18032**

		Legal Entity Name:	MPR, INC., DBA THE GLENN GROUP
Agency Name:	**GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**	Contractor Name:	**MPR, INC., DBA THE GLENN GROUP**
Agency Code:	**102**	Address:	**241 W CHARLESTON BLVD STE 111**
Appropriation Unit:	**1526-11**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	VALERIE GLENN 702-256-0065
		Vendor No.:	T81108057
		NV Business ID:	NV19691001772

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **2 years and 29 days**

4. Type of contract: **Contract**

Contract description: **Marketing Services**

5. Purpose of contract:

This is a new contract to provide marketing services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$250,000.00**

Payment for services will be made at the rate of $135.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's Office of Economic Development is charged with diversifying and strengthening Nevada's economy, and targeted marketing efforts enhance those efforts.

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 expertise needed to do this work.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

The Glenn Group
DP Video Productions, LLC
Amplify Relations Inc
Mass Media, LLC

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #2109, 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: 06/17/2016 Anticipated re-bid date: 06/15/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Nevada Sesquicentennial Celebration &#65533; June 2013 to December 2015
    Nevada Secretary of State 8/14/12 to 10/31/12
    Nevada Department of Wildlife 3/8/11 to 2/28/15
    Nevada Dept. of Public Safety &#65533; 2055 to 4/2011
    Nevada Commission on Tourism 2003 to 01/2009
    Nevada Office of Veteran Services &#65533; 1/1/09 &#65533; 1/1/10
    All were deemed 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	swoodbur	07/26/2016 14:49:15 PM
Division Approval	swoodbur	07/26/2016 14:49:17 PM
Department Approval	swoodbur	07/26/2016 14:49:20 PM
Contract Manager Approval	swoodbur	07/26/2016 15:37:20 PM
Budget Analyst Approval	lfree1	08/15/2016 15:47:38 PM
BOE Agenda Approval	lfree1	08/15/2016 15:48:36 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14665**

Amendment Number: **5**

Legal Entity Name: Career and Technical Education Consortium of States, Inc.

Agency Name: **NDE - DEPARTMENT OF EDUCATION**

Contractor Name: **Career and Technical Education Consortium of States, Inc.**

Agency Code: **300**

Address: **1866 Southern Ln**

Appropriation Unit: **2676-77**

Is budget authority available?: **Yes**

City/State/Zip **Decatur, GA 30033**

If "No" please explain: Not Applicable

Contact/Phone: Tim Withee 404-679-4501

Vendor No.: T27027121

NV Business ID: NV20131384237

To what State Fiscal Year(s) will the contract be charged? **2014-2022**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**

Contract term: **8 years and 50 days**

4. Type of contract: **Contract**

Contract description: **Skill Standards**

5. Purpose of contract:

This is the fifth amendment to the original contract to continue providing analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments. This amendment extends the termination date from September 30, 2016 to September 30, 2021, and increases the maximum amount from $726,400 to $1,020,400 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$200,000.00	$200,000.00	$200,000.00	Yes - Action
	a. Amendment 1:	$0.00	$0.00	$0.00	No
	b. Amendment 2:	$256,800.00	$256,800.00	$256,800.00	Yes - Action
	c. Amendment 3:	$0.00	$0.00	$0.00	No
	d. Amendment 4:	$269,600.00	$269,600.00	$269,600.00	Yes - Action
2.	Amount of current amendment (#5):	$294,000.00	$294,000.00	$294,000.00	Yes - Action
3.	New maximum contract amount:	$1,020,400.00			
	and/or the termination date of the original contract has changed to:	09/30/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada must implement end-of-program assessments to bring Nevada students into compliance with Nevada's Carl D. Perkins IV Federal Plan for State reporting. End-of-program assessments are also used to measure skill attainment for the purposes of program improvement

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

State agencies or employees do not have the experience or resources to develop and maintain secure third-party online assessment systems.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 130403E
Approval Date: 07/22/2016

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:

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	amccalla	07/27/2016 16:34:51 PM
Division Approval	amccalla	07/27/2016 16:34:53 PM
Department Approval	amccalla	07/27/2016 16:34:55 PM
Contract Manager Approval	ablackwe	07/28/2016 06:55:06 AM

Budget Analyst Approval	kperondi	08/09/2016 15:06:13 PM
BOE Agenda Approval	sbrown	08/18/2016 14:46:49 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	130403 E

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM Amendment 5

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: Education		
	Contact Name and Title	*Phone Number*	*Email Address*
	Mike Raponi, Director, Office of Career Readiness, Adult Learning & Education Options	***775-687-7283***	***mraponi@doe.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Career and Technical Education Consortium of States, Inc. (CTECS)***
	Contact Name:	***Tim Withee***
	Address:	***1866 Southern Lane, Decatur, GA 30033-4097***
	Telephone Number:	***404-679-4501***
	Email Address:	***twithee@ctecs.org***

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	***Yes***
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes		No	***XXX***
	Amendment:	***#5***			
	CETS:	***#14665***			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract:	Start Date:	***10/1/2016***	End Date:	***9/30/2021***

1f	**Funding:**	
	State Appropriated:	***X***
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$294,000.00 (estimated augmentation for years 2, 3, and 4 would be approximately $900,000.00)

2	**Provide a description of work/services to be performed or commodity/good to be purchased:**
	• *Conduct a review of state standards for specific areas before being finalized for assessment development* • *Facilitate the adopt/adapt/development process of creating valid and reliable assessments* • *Pilot new assessments* • *Facilitate the item analysis process for each assessment after pilot testing* • *Set cut-scores for the purpose of live testing in May 2017* • *Sustain and improve the implementation of technical assessments in Nevada using the E-SESS online testing system.* • *Develop and implement up to seven new assessments* • *Conduct cut-score settings for the assessments developed in the 2015-2016 fiscal year* • *Conduct a revalidation of those assessments concluding a three-year testing cycle and for any assessments for which test data show a need for a revalidation study based on test performance* • *Sustain and improve a model to assess and certify workplace readiness skills for CTE students in Nevada.* • *Implement the workplace readiness assessment in Nevada secondary institutions.* • *Provide necessary training to Nevada State CTE Assessment Coordinator and local test site administrators arranged through the Assessment Coordinator* • *Ensure that post-testing data reports meet what is needed for Perkins IV State reporting and program improvement.* • *Provide ongoing technical assistance support throughout the process.* • *The contract amendment increases the dollar amount of the contract by $294,000.00.* ***Please Note:*** • *Solicitation Waiver #3 for Amendment #3 was inadvertently not sent to the Purchasing Office so the numbering of the amendments is not the same due to this oversight. Therefore, this current request is actually for Amendment #5.*

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

In March 2011, CTECS was selected as the test provider to develop and implement a system of end-of-program technical assessments for students who complete a career and technical education (CTE) course sequence. The initial membership agreement was established for approximately 1.5 years and included the development and implementation of the assessment process for seven CTE programs in addition to technical assistance and guidance to develop refined state CTE standards. The agreement was renewed in FY13 in a much more expansive scope. In FY13, assessments for an additional 25 CTE programs were implemented by May 2013.

Because CTECS has been a membership organization over the years, the first two agreements Nevada established with CTECS were considered custom membership agreements, whereby some of the work and pricing structure was tailored to meet the needs of Nevada. Because the work that was needed to complete the assessment development in Nevada was custom work, establishment of a contract became necessary for fiscal years 2014 and 2015. Since more work is needed, we are requesting extension of the existing FY15 contract.

CTECS provides standards and assessment development services for other states, including South Carolina, Kentucky, Idaho, Oregon, Maine, Georgia, Virginia, and Arizona. Upon initial contact with CTECS, assessment professionals in other states were interviewed. For example, the representative from Kentucky described how that state used CTECS extensively to develop standards and assessments, and how Kentucky is looking at the full online model testing similar to what Nevada has undertaken. Since that time, Kentucky has implemented a more comprehensive online assessment system through CTECS. Virginia is now annually testing over 20,000 students for employability skills through CTECS, and Nevada has been able to fully capitalize on the standards and assessment model used in Virginia to Nevada's benefit, at a very low cost. Additionally, when developing assessments, item test banks already developed by other states who are members of the consortium are readily shared, similar to how the development work done in Nevada is now shared with other participating states.

CTECS is nationally recognized with over 39 years' experience in developing standards and assessment systems. CTECS uses a unique test-development process, the adopt/adapt development model. This model uses a test construction process that ensures a direct alignment to the CTE standards; another option, which was not preferred, was to purchase off-the-shelf tests. (Purchasing off-the-shelf tests do not guarantee an alignment to state standards.) CTECS, which uses a time-proven model for assessment development endorsed by other states with advanced CTE systems, is unique in its approach. CTECS guides states to develop high-quality standards prior to developing the assessments. CTECS also promotes a unique, but proven method to ensure standards are properly surveyed by business and industry experts, again prior to the test development.

Also, it is important to note the State has adapted to the online testing process used by CTECS referred to as E-SESS. This system reports test question results that are directly aligned to the performance indicators in Nevada's CTE State Standards. This unique feature helped define this assessment development initiative in two ways: one, to show accountability for student results and, two, to improve instruction. Test results, for example, are instantly reported and will show patterns of student knowledge against the performance indicators in each set of standards. It is also expected that test results reported in this way will also help direct and guide professional development and the sharing of instructional best practices among CTE teachers.

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

Implementing end-of-program assessments systemically as one system is paramount to accomplishing the objectives and the requirements for states to develop and implement technical assessments. Teachers, school administrators, postsecondary education and other stakeholders understand the system that has been started in Nevada since the State joined the Consortium. By May 2016, state end-of-program assessments have been implemented for over 70 CTE programs, capturing over 95 percent of student program completers. To utilize another vendor would severely impede the progress made.

CTECS uses the Technology Fluency Institute (TFI) to manage the online testing. To date, the online testing has worked very well with a satisfactory level of technical assistance from both CTECS and TFI. In 2017, it is estimated that up to 8,000 students from 15 school districts will use the testing system; in 2016, approximately 95 percent of students who completed a CTE program were tested. All program completers also take the Workplace Readiness assessment aligned to the employability skill standards.

To date, CTECS has helped Nevada establish assessments for the following CTE programs:

Accounting and Finance
Administrative Services
Aerospace Engineering
Agriculture Business Systems
Agriculture Leadership, Comm., and Policy
Agriculture Mechanics Technology
Animal Science
Animation
Architectural and Civil Engineering
Architectural Drafting and Design
Architectural Design
Automotive Service Technician
Automotive Technology
Baking and Pastry
Biomedical
Business Management
Collision Repair Technology
Computer Science
Construction Technology
Cosmetology
Criminal Justice
Culinary Arts
Diesel Technology
Digital Game Development
Drafting and Design
Early Childhood Education
Electrical Engineering
Electronic Technology
Emergency Medical Technician
Emergency Telecommunications
Energy Technologies
Entrepreneurship
Environmental Engineering
Fire Science
Floriculture Design and Management
Food Science Technology
Foods and Nutrition
Forensic Science
Furniture and Cabinetmaking
Graphic Design
Hospitality and Tourism
Human Development
IT Networking
IT Service and Support
Interior Design
Landscape Design and Management
Law Enforcement
Marketing
Mechanical Engineering
Mechanical Drafting and Design
Mechanical Technology
Medical Assisting
Metalworking
Natural Resources and Wildlife Management
Nursing Assistant
Ornamental Horticulture/Greenhouse Mgmnt
Pharmacy Practice
Photography
Radio Production
Sports and Entertainment Marketing
Sports Medicine
Theatre Technology
Veterinary Science
Video Production
Web Design and Development
Welding Technology

	Environmental Management *Workplace Readiness Skills* *Family and Consumer Sciences* *Fashion, Textiles and Design* *Because Nevada is heavily vested in the model assessment development process provided by CTECS, one that has taken more than six years of implementation for stakeholders and the Department, we feel it is of utmost importance to establish a long-term working relationship. Teachers from across the State have participated in the development process and it is finally to the point where it is embraced and understood more than before. Were the State not to proceed with the current vendor, CTECS, the development process would have to start from the beginning resulting in the re-establishment of multiple test development teams, pilot testing, cut-score testing and more. The only other option would be to purchase off-the-shelf tests from another vendor. But, such tests can be quite expensive and may not align to Nevada CTE standards. Also, such a change at this juncture would not capitalize on the significant investment in time and money made over the last four years in the current standards-based assessment design, which all school districts that offer CTE programs are using to assess student outcomes and improve instruction.*

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. *If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	At the onset of the first contract, information was generated from other suppliers and CTECS was found to be a good match for Nevada's CTE standards and assessments needs. References were collected from states already using CTECS' services. Other vendors provide off-the-shelf assessments; the decision to develop assessments through CTECS was based on the collaboration of the participating states in the consortium and the need to ensure all assessments aligned directly to Nevada's State CTE Standards. The other challenge is finding a provider that specializes in custom developed assessments compared to vendors selling pre-developed products. The per test cost through CTECS, at $8 per test for the end-of-program tests and $10 per test for the Workplace Readiness Assessment is extremely cost effective. Off-the-shelf tests often cost as much as $30 per test. *Other entities considered as consortia, such as SBAC and PARCC, focus on standards and assessments for the Common Core State Standards. These assessments undergo a much different development process. For CTE assessments, the development is customized based on state-developed standards, whereby CTECS uses a long-standing developmental process. The developmental process for CTE assessments, although standards-based, is not nearly as extensive as processes used for high-stakes academic assessments that determine whether or not a student graduates from high school. Also, CTECS has tremendous expertise in CTE standards development; this is what the company specializes in. Lastly, CTECS has existing test question banks that Nevada has accessed to expedite the assessment development in a cost-effective manner. The average cost to develop a custom state CTE assessment (based on state-approved CTE standards) is approximately $9,000, which is very costs-effective, given it includes pilot testing, an item analysis, norming of the first-year cut score, followed by full cut score setting the following year based on live testing results.*				
	b. *If not, why were alternatives not evaluated?*				

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:	*XX*	No:	
	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)*
	8-13-13	***6-30-14***	***$200,000.00***	***CTECS contract***	***Waiver #130403***
	7-1-14	***6/30/15***	***N/A***	***CTECS contract***	***Waiver #130403A***
	8-12-14	***6-30-15***	***$256,800.00***	***CTECS contract***	***Waiver #130403B***
	7-1-15	***9-30-16***	***$269,600.00***	***CTECS contract***	***Waiver #130403C***

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

Michael J. Raponi — 7/14/16

Print Name of Agency Representative Initiating Request — Date

Brett Barley — 7/14/16

Signature of Agency Head Authorizing Request

Brett Barley — 7/14/16

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:

7-22-2016

Administrator, Purchasing Division or Designee — Date

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval #:	149

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:	*Department of Education*
	Contact Name(s) and Titles:	*Michael J. Raponi, Director Office of Career Readiness, Adult Learning & Education Options*
	Telephone Number(s):	*775-687-7283*
	Email Address(s):	*mraponi@doe.nv.gov*

2	**Contractor Information:**	
	Contractor:	*Career and Technical Education Consortium of States, Inc. (CTECS)*
	Contact Name:	*Tim Withee, Executive Director*
	Address:	*1866 Southern Lane, Decatur, GA 30033-4097*
	Phone Number:	*404-679-4501*
	Email Address:	*twithee@ctecs.org*

3	**Ongoing relationship disclosure – List all previous contract information:**				
	Procurement method:	Solicitation Waiver			
	CETS #:	14665			
	Contract "not to exceed amount":	$726,400.00			
	Contract term:	Start date: 08/13/13		End date: 09/30/16	

4	**Procurement method used to award the current contract:**	
	RFP, solicitation # if applicable:	
	Quote, solicitation # if applicable:	
	Waiver, provide number:	*130403C Amendment 3*
	Other:	

5	**Current contract information:**				
	CETS #:	*14665*			
	Initial contract "not to exceed amount":	$200,000.00			
	Contract term:	Start date: 07/09/2013		End date: 06/30/14	

6	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
	1	*Extension of contract time*	*N/A*	*06/30/2015*
	2	*Pilot tests for 13 programs; item analysis for 13 programs; assessment development for 13 programs; cut scores set for 24 programs; 5,327 high school students tested for Workplace Readiness; 5,831 high school students tested for End of Program content knowledge.*	*$256,800.00*	*06/30/2015*
	3	*Extension of contract time*	*N/A*	*09/30/2015*
	4	*Pilot tests for 8 new programs; item analysis for 11 programs; assessment development for 6 programs; cut scores set for 11 programs; revalidation for 4 programs; 6,088 high school students tested for Workplace Readiness;7,139 high school students tested for End of-Program content knowledge.*	*$269,600.00*	*09/30/2016*

7	***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
	5	***Continuation of the assessments, cut score, and revalidation procedures and high school student assessment fees.***	***$294,000.000; estimated increase of 10% for succeeding years***	***09/30/21***

8	**What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338):**
	The high school students of Nevada are under increasing pressure to succeed in college and career readiness programs. This contract with CTECS enables the Department of Education to ensure the best CTE programs are put forward for study and assessment.

9	**What are the potential consequences to the State if the contract extension request is denied?**
	Nevada high school students would not be as well prepared for college and careers as they should be without the national expertise provided with the testing process.

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

Michael J. Raponi — 07/14/16

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Brett Barley

Print Name of Agency Head Authorizing Request

7/14/16

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

7-22-2016

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: **16894**

Amendment Number: **2**

Legal Entity Name: Data Recognition Corporation

Agency Name: **NDE - DEPARTMENT OF EDUCATION**

Contractor Name: **Data Recognition Corporation**

Agency Code: **300**

Address: **13490 Bass Lake Road**

Appropriation Unit: **2697-45**

Is budget authority available?: **Yes**

City/State/Zip **Maple Grove, MN 88311**

If "No" please explain: Not Applicable

Contact/Phone: Doug Russell 763-268-2008

Vendor No.: T29036572

NV Business ID: NV20041507280

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.

X	General Funds	**50.00 %**	Fees	0.00 %
X	Federal Funds	**50.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2019**

Contract term: **4 years and 21 days**

4. Type of contract: **Contract**

Contract description: **CBT/McGraw-Hill**

5. Purpose of contract:

This is the second amendment to the original contract, which provides Nevada Ready Student Assessment System services and support statewide on an as needed basis. This amendment increases the maximum amount from $51,457,083 to $51,968,581 due to a modified the scope of work that adds scoring and reporting for the 2015 English Language Arts and Mathematics End of Course exams and adds standard setting for these exams and the 2016 Integrate Mathematics End of Course exam.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$51,457,083.00	$51,457,083.00	$51,457,083.00	Yes - Action
	a. Amendment 1:	$0.00	$0.00	$0.00	No
2.	Amount of current amendment (#2):	$511,498.00	$511,498.00	$511,498.00	Yes - Action
3.	New maximum contract amount:	$51,968,581.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Employees within the state have responsibilities that support programs but certain tasks exceed their expertise. Nevada Revised Statutes (NRS) requires contracting with a nationally recognized testing company for these activities.

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

This contractor was selected as the best solution by the independent evaluation committee based on pre-determined evaluation criteria. The Nevada Department of Education does not have the necessary manpower or expertise to conduct this Statewide Assessment.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3175, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/10/2015 Anticipated re-bid date: 12/31/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Department of Education; 7/1/08 to 6/3012
State of Nevada; March 1, 2014
Nevada Department of Education 1/14/15;
they have been deemed 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	amccalla	06/22/2016 08:45:54 AM
Division Approval	amccalla	06/22/2016 08:45:57 AM
Department Approval	amccalla	06/22/2016 08:46:01 AM
Contract Manager Approval	ablackwe	08/15/2016 09:08:51 AM
Budget Analyst Approval	kperondi	08/15/2016 11:42:58 AM
BOE Agenda Approval	sbrown	08/18/2016 14:57:23 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17945**

		Legal Entity Name:	Board of Regents - UNR
Agency Name:	**NDE - DEPARTMENT OF EDUCATION**	Contractor Name:	**Board of Regents - UNR**
Agency Code:	**300**	Address:	**UNR Controller's Office**
Appropriation Unit:	**2709-21**		**Mail Stop 0124**
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557-0025**
If "No" please explain:	Not Applicable	Contact/Phone:	Charlene Hart 775-784-4062
		Vendor No.:	D35000816
		NV Business ID:	Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 302 days**

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

Contract description: **Child Care Quality**

5. Purpose of contract:

This is a new interlocal agreement to develop and implement a Child Development Associate (CDA) program for infant toddler child care providers. Activities include providing training, coaching, and support to providers to earn a CDA credential.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$583,812.00**

Other basis for payment: actual expenses per invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education receives funding from the US Administration for Children & Families, Child Care and Development Funds through a sub-grant from the Nevada Division of Welfare and Supportive Services. These funds must be used to increase access and improve quality of child care programs - specifically infant toddler care.

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

The Nevada Department of Education, Office of Early Learning and Development does not have sufficient number of staff to perform these activities. The Nevada System of Higher Education (NSHE), Board of Regents is a government entity.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

In accordance with NRS 277.180, the Agency has contracted with the Board of Regents, University of Nevada Reno.

The indirect rate for this contract is 5%.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Department of Education has several interlocal agreement contracts in place for various services - work 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	amccalla	06/22/2016 08:40:48 AM
Division Approval	amccalla	06/22/2016 08:40:52 AM
Department Approval	amccalla	06/22/2016 08:40:55 AM
Contract Manager Approval	ablackwe	08/05/2016 13:52:52 PM
Budget Analyst Approval	kperondi	08/09/2016 14:50:03 PM
BOE Agenda Approval	sbrown	08/18/2016 14:43:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13995**

		Amendment Number:	**5**
		Legal Entity Name:	Cayen Systems, LLC
Agency Name:	**DEPARTMENT OF EDUCATION**	Contractor Name:	**Cayen Systems, LLC**
Agency Code:	**300**	Address:	**7100 W Center St**
Appropriation Unit:	**2709-64**		
Is budget authority available?:	**Yes**	City/State/Zip	**Milwaukee, WI 53210-1123**
If "No" please explain:	Not Applicable	Contact/Phone:	Joe Cayen 414-257-9400
		Vendor No.:	T29032006
		NV Business ID:	NV20131069887

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 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/12/2013**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2016**

Contract term: **4 years and 264 days**

4. Type of contract: **Contract**

Contract description: **Federal Reports/Eval**

5. Purpose of contract:

This is the fifth amendment to the original contract which provides annual maintenance and support for the Cayen After School 21 Statewide System and up to 60 sites in support of the Nevada 21st Century Community Learning Centers program. This amendment extends the termination date from November 30, 2016 to November 30, 2017, and increases the maximum amount from $102,079 to $133,198 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$48,680.00	$48,680.00	$48,680.00	Yes - Info
	a. Amendment 1:	$0.00	$0.00	$48,680.00	No
	b. Amendment 2:	$0.00	$0.00	$48,680.00	No
	c. Amendment 3:	$27,140.00	$27,140.00	$75,820.00	Yes - Action
	d. Amendment 4:	$26,259.00	$26,259.00	$26,259.00	Yes - Info
2.	Amount of current amendment (#5):	$31,119.00	$31,119.00	$57,378.00	Yes - Action
3.	New maximum contract amount:	$133,198.00			
	and/or the termination date of the original contract has changed to:	11/30/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

The United States Department of Education (USDOE) Requires certain data be provised as part of the 21st Annual Performance Report (PPICs) in a specific format, Cayan AS21 masses the information from the 60 programs in order to meet the various requirements and then uploads this information into Federal data contractor, AIR.

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

Due to the small staff size assigned to work with Elementary and secondary Education, the consultants who handle the programs included in this contract, also handle a minimum of three other programs as well. Due to the workload assigned to NDE staff, there is not enough time to complete these assignments, and no other state agency has the required background knowledge and/or expertise.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Exempt (Per statute)**

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

Per State Purchasing Administrator Jeff Haag, a solicitation waiver is not required for ongoing licensing, maintenance and/or support for a system already purchased/installed and in use by the state. A copy of this email is attached to the contract amendment.

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	amccalla	08/18/2016 13:52:18 PM
Division Approval	amccalla	08/18/2016 13:52:20 PM

Department Approval	amccalla	08/18/2016 13:52:23 PM
Contract Manager Approval	ablackwe	08/18/2016 13:53:28 PM
Budget Analyst Approval	kperondi	08/19/2016 17:58:54 PM
BOE Agenda Approval	sbrown	08/22/2016 12:17:54 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: **17595**

Amendment Number: **1**

Legal Entity Name: LEITNER, DAVID DBA

Agency Name: **NDE - DEPARTMENT OF EDUCATION**

Contractor Name: **LEITNER, DAVID DBA**

Agency Code: **300**

Address: **PACIFIC RESEARCH ASSOCIATES**
5201 SW Westgate Drive Suite 2

Appropriation Unit: **2709-34**

Is budget authority available?: **Yes**

City/State/Zip **PORTLAND, OR 97229**

If "No" please explain: Not Applicable

Contact/Phone: David Leitner 503/297-5300

Vendor No.: T27019822A

NV Business ID: NV20101560126

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.

X	General Funds	**25.00 %**	Fees	0.00 %
X	Federal Funds	**75.00 %**	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 **05/19/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2020**

Contract term: **3 years and 317 days**

4. Type of contract: **Contract**

Contract description: **PreK Data Collection**

5. Purpose of contract:

This is the first amendment to the original contract which continues to provide technical support for the 2016-2017 database opening, data collection, and reporting of annual Pre-K student demographics and data dictionary for future migration. This amendment increases the maximum amount from $22,000 to $62,250 due to the continued need for these services and modifies the scope of work to transition to the states K-12 data system.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$22,000.00	$22,000.00	$22,000.00	Yes - Info
2.	Amount of current amendment (#1):	$40,250.00	$40,250.00	$62,250.00	Yes - Action
3.	New maximum contract amount:	$62,250.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Annual data collection is required from providers of Early Childhood Education for Preschool Development Grant compliance.

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

Contractor possesses specialized knowledge, software, and equipment which would be impractical to reproduce in a state agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 160302A
Approval Date: 07/22/2016

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

The contractor has performed identical or similar services for the Department of Education for at least 14 years and will not require knowledge transfer or new development.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education and Department of Health and Human Services, Welfare Division have previously contracted with this contractor and the work performed has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	lpaulino	08/02/2016 10:00:29 AM
Division Approval	amccalla	08/03/2016 06:07:37 AM
Department Approval	amccalla	08/03/2016 06:07:41 AM
Contract Manager Approval	ablackwe	08/03/2016 06:47:20 AM
Budget Analyst Approval	sbrown	08/18/2016 14:51:00 PM
BOE Agenda Approval	sbrown	08/18/2016 14:51:04 PM

Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	160302A

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM amendment #1

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:	*Nevada Department of Education*	
	Contact Name and Title	*Phone Number*	*Email Address*
	Brian Turner Management Analyst	***775-687-5949***	***blturner@doe.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Pacific Research Associates***
	Contact Name:	***David Leitner***
	Address:	***5201 SW Westgate Dr. Ste. 228***
	Telephone Number:	***503-297-5300***
	Email Address:	***Davidleitner@aol.com***

	Type of Waiver Requested – Check the appropriate type:	
1c	Sole or Single Source:	
	Professional Service Exemption:	*XXX*

	Contract Information:				
1d	Is this a new Contract?	Yes		No *XXX*	
	Amendment:	*#01*			
	CETS:	*#15899*			

	Term:				
1e	One (1) Time Purchase:				
	Contract:	Start Date:	***March 30, 2016***	End Date:	***March 31, 2020***

	Funding:	
1f	State Appropriated:	*25%*
	Federal Funds:	*75%*
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$22,000.00 existing, $40,250 new spending, $62,250 total contract life value

2	**Provide a description of work/services to be performed or commodity/good to be purchased:**
	Vendor will perform annual system maintenance to the Early Childhood Education database system, and prepare and open a database instance to collect specified 2016-2017 Early Childhood data. Upon completion of the collection cycle data will remain online on PRA's server and a complete backup will be provided to NDE.

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**
	This service requires proprietary knowledge and experience in dealing with the Nevada Early Childhood Providers. As the vendor constructed and has operated the existing system for an extended period of time, the vendor has required, invaluable knowledge of systems operation and a variety of interfaces in the Office which are critical to the system's effective operations. The data collected must be presented to the Department of Education in a format which has become standardized over the course of the last decade, this format is that which the vendor presents and will serve to maintain continuity with historical data.

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**
	Department of Education Early Childhood and Office of Early Learning and Development have been utilizing this system for over 10 years. Use of another vendor will require development of an entirely new system. Development and deployment of such a system would cause a disruption in the Office's collection of yearly data, preventing the Office from meeting federally mandated timeframes, thereby jeopardizing grant funding.

5	**Were alternative services or commodities evaluated? Check One.**	Yes:		No:	*XXXX*
	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?*				
	Development of a new system is impractical, not cost effective, nor time effective to deliver results within the mandated time frame. The Early Childhood Database is maintained on a server owned by the contractor, and inaccessible to other vendors.				

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:	*X*	No:
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP, RFQ, Waiver)*		
	3/24/2016	*3/31/2020*	*$22,000*	***Vendor performed database management and data collection for 2015-2016 Pre-K Data***	***Waiver 160302***		
	8/12/2014	*12/31/2015*	*$91,500*	***Database Management Services and program evaluation services have previously been contracted with this vendor. Previously this vendor was selected and paid for by respective districts.***	***Waiver 140604***		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	Data collected by Early Childhood Education providers for the 2016-2017 school year will not be entered into the Department's data repository and not be available for later longitudinal analysis. Early Childhood Education providers will lose confidence in the process, potentially reducing compliance and performance in later periods. Lack of compliance with Nevada Ready! Pre-K Development grant mandated timeframes may potentially jeopardize future funding under the grant.

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?**
	Other alternatives were researched. All would require new development at substantial cost and potentially fail to deliver the performance proven over previous periods. This is the only vendor who offers the opportunity to collect 2016-2017 data without substantial new development and risk.

9	**Will this purchase obligate the State to this vendor for future purchases? Check One.**	Yes:	*XXX*	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	The data collection and reporting system provided by the vendor, along with the office's operational relationship with the vendor, have proven efficient and effective. While a more technically integrated solution for data handling is planned for the future, the system provided by PRA serves the purposes of the Department with high reliability at minimal cost. Until funding for migration to Infinite Campus or another system is secured, the PRA Early Childhood system is the most cost-effective solution for collecting and maintaining Early Childhood records. These services are renewed on a year-by-year basis, with each year requiring a distinct scope of work. As such, until the transition to a more integrated platform is a surety, annual renewals of PRA's contract will be required.				

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

Patti Oya — 7/20/16

Print Name of Agency Representative Initiating Request — Date

7/20/16

Signature of Agency Head Authorizing Request

Brett Barley — 7/20/16

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:

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:

7-22-2016

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: **13731**

		Amendment Number:	**6**
		Legal Entity Name:	EMETRIC LLC
Agency Name:	**NDE - DEPARTMENT OF EDUCATION**	Contractor Name:	**EMETRIC LLC**
Agency Code:	**300**	Address:	**211 N LOOP 1604 E STE 170**
Appropriation Unit:	**2716-27**		
Is budget authority available?:	**Yes**	City/State/Zip	**SAN ANTONIO, TX 78232**
If "No" please explain:	Not Applicable	Contact/Phone:	Dixie Knight 210/496-6500
		Vendor No.:	T27000846
		NV Business ID:	NV20101526272

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.

X	General Funds	**6.00 %**	Fees	0.00 %
X	Federal Funds	**94.00 %**	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 **09/11/2012**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2017**

Contract term: **5 years and 20 days**

4. Type of contract: **Contract**

Contract description: **Framework Support**

5. Purpose of contract:

This is the sixth amendment to the original contract to provide support for the implementation of the Nevada Longitudinal Data System. This amendment increases the maximum amount from $3,463,143 to $3,748,143 to incorporate the Nevada Education Data Portal, which will combine the Nevada Accountability Report Card, the Nevada School Performance Framework, and the Nevada Growth Model for Academic Achievement websites into a single dashboard reporting website for use by Nevadans.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$980,750.00	$980,750.00	$980,750.00	Yes - Action
	a. Amendment 1:	$195,000.00	$195,000.00	$195,000.00	Yes - Action
	b. Amendment 2:	$0.00	$0.00	$0.00	No
	c. Amendment 3:	$0.00	$0.00	$0.00	No
	d. Amendment 4:	$585,064.00	$585,064.00	$585,064.00	Yes - Action
	e. Amendment 5:	$1,702,329.00	$1,702,329.00	$1,702,329.00	Yes - Action
2.	Amount of current amendment (#6):	$285,000.00	$285,000.00	$285,000.00	Yes - Action
3.	New maximum contract amount:	$3,748,143.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education has just received a waiver from the federal government for a new system of NCLB accountability reporting. This new system is very bold and will require the addition of many data sources and enhanced reporting for all schools and districts. The system that is being built is called the Nevada School Performance Framework.

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

The requirements for the development aspect of this project far outweighs the resources available within our Nevada Department of Education IT office as well as other state agencies. Additionally, the timelines outlined by the state are extremely tight and only an outside entitiy with multiple resources can accomplish this task in the time alloted.

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. Soliciation Waiver: **Not Applicable**

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

This vendor was chosen by the evaluation team as the hightest in accomplishing deliverables with the best cost proposal.

d. Last bid date: Anticipated re-bid date: 05/07/2016

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:

eMetric is currently under contract with NDE for reporting writing assessments. This relationship is productive and NDE is very satisfied with this relationship. eMetric reported data for the Department of Education Writing Assessment Program previous to 2007 school year. They did an excellent job.

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	amccalla	07/29/2016 10:55:07 AM
Division Approval	amccalla	07/29/2016 10:55:11 AM

Department Approval	amccalla	07/29/2016 10:55:13 AM
Contract Manager Approval	ablackwe	07/29/2016 11:20:48 AM
Budget Analyst Approval	kperondi	08/09/2016 17:06:14 PM
BOE Agenda Approval	sbrown	08/18/2016 14:41:32 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: **18055**

		Legal Entity Name:	OptumRX Administrative Services, LLC
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**OptumRX Administrative Services, LLC**
Agency Code:	**402**	Address:	**1600 McConnor Parkway**
Appropriation Unit:	**3156-16**		
Is budget authority available?:	**Yes**	City/State/Zip	**Shaumburg, IL 60173-6801**
If "No" please explain:	Not Applicable	Contact/Phone:	Leslie Garrison 602-295-5441
		Vendor No.:	
		NV Business ID:	NV20011234420

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

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**

Agency Reference #: RFP # 3215

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2020**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **Insurance Services**

5. Purpose of contract:

   This is a new contract that continues ongoing services for Nevada's two-part State Pharmaceutical Assistance Program known as Senior Rx and Disability Rx. It provides access to discounted prescription drugs and pharmaceutical services for senior citizens and younger persons with disabilities who are not eligible for Medicare Part D and provides coordination of benefits for members who are eligible for Medicare Part D with the Senior Rx and Disability Rx program being secondary to Medicare Part D.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$7,200,000.00**
   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?

   The Aging and Disability Services Division is responsible for the administration of a program to provide subsidies for the cost of prescription drugs, pharmaceutical services to seniors and individuals with disabilities under NRS 439.635 and 439.690.

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 and there is no state agency with infrastructure to operate a statewide pharmacy benefit plan.

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):

OptumRX Administrative Services, LLC
CVS Caremark
Express Scripts / Medco
Magellan RX

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3215, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/20/2015 Anticipated re-bid date: 11/20/2017

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:

    Contractor holds current contract with ADSD. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    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	dbowma1	08/10/2016 07:50:14 AM
Division Approval	dbowma1	08/11/2016 11:10:42 AM
Department Approval	ecreceli	08/11/2016 15:40:53 PM
Contract Manager Approval	jpruneau	08/17/2016 12:38:27 PM
Budget Analyst Approval	bwooldri	08/18/2016 07:25:35 AM
BOE Agenda Approval	nhovden	08/22/2016 10:49:38 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: **18051**

		Legal Entity Name:	Cognosante Consulting, LLC
Agency Name:	**DHHS - HEALTH CARE FINANCING & POLICY**	Contractor Name:	**Cognosante Consulting, LLC**
Agency Code:	**403**	Address:	**8200 Greensboro Drive**
Appropriation Unit:	**3158-61**		**Suite 1200**
Is budget authority available?:	**Yes**	City/State/Zip	**McLean, VA 22102**
If "No" please explain:	Not Applicable	Contact/Phone:	Tom Matason 703-206-6051
		Vendor No.:	
		NV Business ID:	NV20161464503

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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.

X	General Funds	**10.00 %**	Fees	0.00 %
X	Federal Funds	**90.00 %**	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 **09/13/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2019**

Contract term: **2 years and 199 days**

4. Type of contract: **Contract**

Contract description: **IV&V for MMIS Proj**

5. Purpose of contract:

This is a new contract to provide independent verification and validation services for the design development and implementation phase of the Medicaid Management Information Systems Modernization Project.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,993,806.00**

Other basis for payment: Payments will be processed upon receipt of invoices submitted by the contractor and approved by the state.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Centers for Medicare and Medicaid Services (CMS) is requiring that the Division of Health Care Financing and Policy (DHCFP) contract with an Independent Verification and Validation service contractor for the Medicaid Management Information System (MMIS) modernization/core replacement project.

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 expertise to perform the services required by CMS.

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. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3235, 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: 04/25/2016 Anticipated re-bid date: 03/31/2019

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:

    June 2008 - March 2009 with the DHCFP and the 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:

    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	bvale1	08/08/2016 16:29:10 PM
Division Approval	bvale1	08/08/2016 17:48:20 PM
Department Approval	ecreceli	08/09/2016 13:30:48 PM
Contract Manager Approval	aree2	08/15/2016 11:28:22 AM
Budget Analyst Approval	dreynol2	08/15/2016 11:43:33 AM
BOE Agenda Approval	nhovden	08/16/2016 09:34:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14228**

		Amendment Number:	**2**
		Legal Entity Name:	Division of Public and Behavioral Health
Agency Name:	**HEALTH CARE FINANCING & POLICY**	Contractor Name:	**Division of Public and Behavioral Health**
Agency Code:	**403**	Address:	**4150 Technology Way**
Appropriation Unit:	**3178-14**		**Suite 200**
Is budget authority available?:	**Yes**	City/State/Zip	**Carson City, NV 89706**
If "No" please explain:	Not Applicable	Contact/Phone:	775-684-3209
		Vendor No.:	
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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.

	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 **07/01/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **8 years and 1 day**

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

Contract description: **Immunizations**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement which provides vaccines purchased for Nevada Check Up recipients. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from $4,462,763 to $13,891,842 due to a projected increase in immunization need.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$2,768,448.00	$2,768,448.00	$2,768,448.00	Yes - Action
	a. Amendment 1:	$1,694,315.00	$1,694,315.00	$1,694,315.00	Yes - Action
2.	Amount of current amendment (#2):	$9,429,079.00	$9,429,079.00	$9,429,079.00	Yes - Action
3.	New maximum contract amount:	$13,891,842.00			
	and/or the termination date of the original contract has changed to:	06/30/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada provides health coverage to children who are uninsured or underinsured. Immunizations are included in this health coverage. The Nevada Check Up program is administered by the Division of Health Care Financing and Policy.

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

The Health Division is a State agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **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?

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	aree2	07/28/2016 15:59:45 PM
Division Approval	bvale1	08/01/2016 17:31:57 PM
Department Approval	ecreceli	08/06/2016 14:09:52 PM
Contract Manager Approval	aree2	08/09/2016 11:18:46 AM
Budget Analyst Approval	dreynol2	08/10/2016 08:48:57 AM
BOE Agenda Approval	nhovden	08/11/2016 12:12:40 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: **18031**

		Legal Entity Name:	US ECOLOGY NEVADA, INC.
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**US ECOLOGY NEVADA, INC.**
Agency Code:	**406**	Address:	**PO BOX 578**
Appropriation Unit:	**3152-12**		
Is budget authority available?:	**Yes**	City/State/Zip	**Beatty, NV 89003**
If "No" please explain:	Not Applicable	Contact/Phone:	Bob Marchand 775-553-2203
		Vendor No.:	T29017870A
		NV Business ID:	NV20051089673

To what State Fiscal Year(s) will the contract be charged? **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 %**	**Low Level Radioactive Waste Burial Fees**

Agency Reference #: C 15655

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**
   Anticipated BOE meeting date 09/2016

Retroactive? **Yes**

If "Yes", please explain

The Technical Advisory Group (TAG) for the Beatty Low Level Radioactive Waste (LLRW) facility has approved immediate repairs to the cover. This entails adding earthen materials from the current excavation project at US Ecology Nevada (USEN) and grading the surface for proper drainage. With the monsoonal season approaching, the site cannot take any further substantial rain without affecting the health, safety and security of Nevadans and its visitors.

3. Termination Date: **10/31/2016**
   Contract term: **91 days**
4. Type of contract: **Contract**
   Contract description: **LLRW Cell Cap**
5. Purpose of contract:

This is a new contract to provide ongoing maintenance tasks.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$291,812.00**
   Payment for services will be made at the rate of $97,270.67 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

By NRS Low Level Radioactive Waste (LLRW) needs to be suppressed by NDOT approved Riprap to prevent exposure to radiation.

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

This service requires heavy equipment, training, and access to the site that state employees do not possess.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Soliciation Waiver: **Exempt (Per statute)**

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

Emergency authorization approved by Chief of Purchasing per NAC 333.114.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Vendor has performed services for DPBH since 2005 - 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	chadwic1	07/26/2016 09:55:06 AM
Division Approval	chadwic1	07/26/2016 09:55:08 AM
Department Approval	ecreceli	07/28/2016 09:10:30 AM
Contract Manager Approval	rmorse	07/28/2016 14:44:04 PM
Budget Analyst Approval	bwooldri	08/03/2016 08:11:17 AM
BOE Agenda Approval	nhovden	08/03/2016 12:32:36 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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

July 26, 2016

MEMORANDUM

TO: ***Bessie Wooldridge***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Chad Westom, Bureau Chief**
Preparedness, Assurance, Inspections, Statistics (PAIS)

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT – US Ecology (CETS #18031)**

The Technical Advisory Group (TAG) for the Beatty Low Level Radioactive Waste (LLRW) facility has approved immediate repairs to the cover. This entails adding earthen materials from the current excavation project at US Ecology Nevada (USEN) and grading the surface for proper drainage. The TAG received a bid from USEN to perform the work as they are on site with materials and equipment. With the monsoonal season approaching, the site cannot take any further substantial rain without affecting the health, safety and security of Nevadans and its visitors. The site took heavy rainfall on October 18, 2015 and there was an explosion and subsequent fire at the site due to water damage. The site is deteriorating faster than expected due to recent small rainstorms earlier this year and is considered a health, safety and security risk for Nevada.

We therefore request that this contract be accepted with a retroactive start date of August 1, 2016.

Thank you for your consideration in this matter.

Enclosed: Emergency Solicitation Authorization

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

Rick Morse

From: Jeffrey Haag
Sent: Thursday, July 14, 2016 3:23 PM
To: Rick Morse
Cc: Mark Winebarger; Mark G. Stewart; Jennie B. Humphreys; Cody Phinney
Subject: RE: Emergency Solicitation Authorization

Rick,

Please consider this email as approval for DPBH to contract with USEN for emergency repairs to the Beatty Low Level Radioactive Waste Site per NAC 333.114.

Please let me know if I can be of further assistance

Jeff

Jeffrey Haag | Administrator
Purchasing Division
515 E Musser St, 3rd Floor
Carson City NV 89701
775-684-0184
Nevada Department of Administration
www.admin.nv.gov
Efficient & Responsive State Government

From: Rick Morse
Sent: Thursday, July 14, 2016 9:15 AM
To: Jeffrey Haag
Cc: Mark Winebarger
Subject: Emergency Solicitation Authorization
Importance: High

Good morning Jeff,

The Division of Public and Behavioral Health is requesting a solicitation exemption under NAC 333.114 to expedite a contract to repair the Beatty Low Level Radioactive Waste Site. I have also attached the contractor's response to provide more detail. Please see the attached request letter.

Thank you.

Rick Morse
Management Analyst II
Division 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: **18028**

		Legal Entity Name:	Churchill County
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Churchill County**
Agency Code:	**406**	Address:	**155 N TAYLOR ST STE 153**
Appropriation Unit:	**3194-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Fallon, NV 89406**
If "No" please explain:	Not Applicable	Contact/Phone:	775-423-5136
		Vendor No.:	T81032440
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %**	**County Reimbursement**

Agency Reference #: C 15652

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **Yes**

If "Yes", please explain

This contract is intended to provide office space and telephone services for two Environmental Health Section (EHS) staff who are based in Fallon. The contract ensures that EHS will continue to have an office in the Churchill County office building from which to base their statutorily mandated environmental health functions.

3. Termination Date: **06/30/2018**

Contract term: **1 year and 364 days**

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

Contract description: **EHS Services**

5. Purpose of contract:

This is a new revenue interlocal contract that continues to provide environmental health services to meet the needs of the community. The state shall employ a registered environmental health specialist(s) pursuant to NRS 439.140 to provide environmental health services in and for the county.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$70,823.00**

Payment for services will be made at the rate of $8,852.90 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

The county does not provide environmental health services, the state shall employ a registered environmental health specialist(s) pursuant to NRS 439.140 to provide environmental health services in and for the county.

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

State employees are performing the work for Churchill County.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to NRS 277.180 authorizes one or 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:

    Nevada State Agencies and counties provide services to each other on a regular basis.

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	07/28/2016 09:28:44 AM
Division Approval	rmorse	07/28/2016 09:28:47 AM
Department Approval	ecreceli	07/28/2016 09:34:26 AM
Contract Manager Approval	rmorse	07/28/2016 14:43:26 PM
Budget Analyst Approval	bwooldri	08/02/2016 09:57:50 AM
BOE Agenda Approval	nhovden	08/03/2016 12:37:17 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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

July 22, 2016

MEMORANDUM

TO: ***Beesie Wooldridge***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Cynthia L. Ulch, Program Manager**
Environmental Health Services

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT –Churchill County (CETS# 18028)**

This contract is intended to provide office space and telephone services for two Environmental Health Section (EHS) staff who are based in Fallon. The contract ensures that EHS will continue to have an office in the Churchill County office building from which to base their statutorily mandated environmental health functions.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2016. EHS staff are already housed in the space as they have been for many years. This contract memorializes the formal understanding of what the EHS section will pay for the rental space for two staff.

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: **18058**

		Legal Entity Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, LAS VEGAS
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**BOARD OF REGENTS-UNIVERSITY OF NEVADA, LAS VEGAS**
Agency Code:	**406**	Address:	**UNLV SCHOOL OF DENTAL MEDICINE**
Appropriation Unit:	**3220-16**		**4505 S. Maryland Parkway**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89154-1055**
If "No" please explain:	Not Applicable	Contact/Phone:	702-895-3011
		Vendor No.:	D35000824
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 %**	**Transfer from BA 3101**

Agency Reference #: C 15682

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/15/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **Yes**

If "Yes", please explain

This interlocal contract with the School of Dental Medicine to provide a State Dental Health Officer for the Division of Public and Behavioral Health is necessary to comply with NRS 439.272 and legislative intent for changes made during the 2015 Legislative Session. The final approved budget also included SFY17 funding to support the contract position. The contract date needs to be retroactive in order to have this position filled as early as possible.

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

Contract term: **319 days**

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

Contract description: **State Dental Officer**

5. Purpose of contract:

This is a new interlocal agreement to provide a State Dental Health Officer in compliance with NRS 439.272 and legislative intent included during the 2015 Legislative Session.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$207,467.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

In compliance with NRS 439.272 the Division of Public and Behavioral Health must staff a State Dental Health Officer.

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

The position is being filled by an employee of the UNLV School of Dental Medicine.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

The indirect on this contract is 10%.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    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 state and NSHE provide services to each other on a continuous basis - 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	chadwic1	08/12/2016 12:40:52 PM
Division Approval	chadwic1	08/12/2016 12:40:54 PM
Department Approval	ecreceli	08/12/2016 15:25:52 PM
Contract Manager Approval	rmorse	08/12/2016 15:37:07 PM
Budget Analyst Approval	bwooldri	08/16/2016 15:05:29 PM
BOE Agenda Approval	nhovden	08/22/2016 11:00:20 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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 11, 2016

MEMORANDUM

TO: ***Bessie Wooldridge***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Deborah Aquino**
Health Program Specialist II,
Division of Public and Behavioral Health

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT – Board of Regents, NSHE obo University of Nevada, Las Vegas, School of Dental Medicine (CETS #18058)**

This inter-local contract with the School of Dental Medicine to provide a State Dental Health Officer for the Division of Public and Behavioral Health is necessary to comply with NRS 439.272 and legislative intent for changes made during the 2015 Legislative Session. The final approved budget also included SFY17 funding to support the contract position. The contract date needs to be retroactive in order to have this position filled as early as possible and be able to spend down the funds available for the fiscal year and meet legislative intent. Finding a qualified individual to fill the position took more time than anticipated due to conflicts with interview panel schedules and in-depth assessment of candidates.

We therefore request that this contract be accepted with a retroactive start date of August 15, 2016. If the contract is not approved, the Division will risk losing the opportunity to have this topic area expert included in Division and Oral Health Program planning as soon as possible; risk non-compliance with legislative intent to fill the position for SFY17; potentially risk losing the candidate selected; and risk future legislative support for oral/dental health.

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: **18049**

		Legal Entity Name:	Nye County
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Nye County**
Agency Code:	**406**	Address:	**P.O. Box 1031**
Appropriation Unit:	**3224-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Tonopah, NV 89049**
If "No" please explain:	Not Applicable	Contact/Phone:	775-482-8127
		Vendor No.:	T80044560
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 Participation**

Agency Reference #: C 15261

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **Yes**

If "Yes", please explain

Per NRS 439.4905, each county shall pay an assessment fee to the Division, in an amount determined by the Division, for the costs of services provided in that county by the Division. Services included in the NRS citation include services that are also outlined in NRS 441A; Infectious Diseases and Toxic Agents.

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

Contract term: **364 days**

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

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue interlocal agreement that continues to provide individual and family health services utilizing the state's community health nurses. The areas of emphasis are rural epidemiology, public health emergency preparedness and community health nursing including the treatment and prevention of infectious tuberculosis and sexually transmitted diseases.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$67,901.67**

Payment for services will be made at the rate of $5,658.47 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Public and Behavioral Health, Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to 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:

    The state and counties provide services to each other on a continuous basis - 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	08/08/2016 13:51:22 PM
Division Approval	rmorse	08/08/2016 13:51:28 PM
Department Approval	ecreceli	08/09/2016 13:38:54 PM
Contract Manager Approval	rmorse	08/09/2016 15:24:39 PM
Budget Analyst Approval	bwooldri	08/10/2016 15:26:26 PM
BOE Agenda Approval	nhovden	08/11/2016 13:18:40 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN DIMURO, D.O., MBA
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 8, 2016

MEMORANDUM

TO: ***Bessie Wooldridge***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Tina Gerber-Winn, MSW**
Agency Manager
Community Health Services

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT –Nye County (CETS #18049)**

Per NRS 439.4905, each county shall pay an assessment fee to the Division, in an amount determined by the Division, for the costs of services provided in that county by the Division. Services included in the NRS citation include services that are also outlined in NRS 441A; Infectious Diseases and Toxic Agents.

Community Healht Services met with Nye County officials on December 8, 2015 to go over the contract language and the assessment methodology. On March 4, 2016 the final version of the contract was Fed Exed to Nye County for signature. The requested return date to have the signed copies back was April 8, 2016. Due to budget concerns within Nye County the documents were not approved by the Nye County Board of Commissioners until July 21, 2016. The signed documents were received by CHS on July 25, 2016.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2016. If the retroactive date is not approved, then Nye County cannot be charged for services rendered from July 2016 until the effective start date.

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: **18044**

		Legal Entity Name:	Nevada Department of Agriculture
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Nevada Department of Agriculture**
Agency Code:	**406**	Address:	**405 South 21st Street**
Appropriation Unit:	**4543-15**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	775-353-3601
		Vendor No.:	D55000040
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %**	**Dispensary Licensing Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: C 15668

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 09/2016

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: **07/01/2017**

Contract term: **1 year**

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

Contract description: **Dispensary Inspect.**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing 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.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$60,000.00**

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. Soliciation 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	chadwic1	08/02/2016 17:34:02 PM
Division Approval	chadwic1	08/02/2016 17:34:04 PM
Department Approval	ecreceli	08/06/2016 14:06:34 PM
Contract Manager Approval	rmorse	08/08/2016 13:20:02 PM
Budget Analyst Approval	bwooldri	08/10/2016 14:32:22 PM
BOE Agenda Approval	nhovden	08/11/2016 13:15:20 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

JOHN M. DIMURO, DO
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 2, 2016

MEMORANDUM

TO: ***Bessie Wooldridge***
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 18044)**

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, 2016. 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: **13439**

Amendment Number: **16**

Legal Entity Name: DELOITTE CONSULTING, LLP

Agency Name: **WELFARE AND SUPPORT SERVICES**

Contractor Name: **DELOITTE CONSULTING, LLP**

Agency Code: **407**

Address: **4022 SELLS DR**

Appropriation Unit: **3228-26**

Is budget authority available?: **No**

City/State/Zip **HERMITAGE, TN 37076-2903**

If "No" please explain: Contingent upon IFC approval of workprogram #C36625.

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.

X	General Funds	**4.00 %**	Fees	0.00 %
X	Federal Funds	**96.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **HCR - Elig. Engine**

5. Purpose of contract:

This is the sixteenth 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 State of Nevada's publicly-subsidized health coverage programs in one place accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from $54,086,907.35 to $56,254,797.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders, 048, 061, 071, 073, 074, 078, 081, 082, 085, 086, 087.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$24,761,639.35	$24,761,639.35	$24,761,639.35	Yes - Action
	a. Amendment 1:	$0.00	$0.00	$0.00	No
	b. Amendment 2:	$0.00	$0.00	$0.00	No
	c. Amendment 3:	$1,000,000.00	$1,000,000.00	$1,000,000.00	Yes - Action
	d. Amendment 4:	$0.00	$0.00	$0.00	No
	e. Amendment 5:	$0.00	$0.00	$0.00	No
	f. Amendment 6:	$0.00	$0.00	$0.00	No
	g. Amendment 7:	$2,492,728.00	$2,492,728.00	$2,492,728.00	Yes - Action
	h. Amendment 8:	$0.00	$0.00	$0.00	No

	i. Amendment 9:	$16,477,900.00	$16,477,900.00	$16,477,900.00	Yes - Action
	j. Amendment 10:	$656,800.00	$656,800.00	$656,800.00	Yes - Action
	k. Amendment 11:	$8,000,000.00	$8,000,000.00	$8,000,000.00	Yes - Action
	l. Amendment 12:	$0.00	$0.00	$0.00	No
	m. Amendment 13:	$47,840.00	$47,840.00	$47,840.00	Yes - Info
	n. Amendment 14:	$650,000.00	$650,000.00	$697,840.00	Yes - Action
	o. Amendment 15:	$0.00	$650,000.00	$697,840.00	No
2.	Amount of current amendment (#16):	$2,167,890.00	$2,817,890.00	$2,865,730.00	Yes - Action
3.	New maximum contract amount:	$56,254,797.35			

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):

IBM
Deloitte Consulting

Unisys
Oracle

b. Soliciation 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 with DWSS and is providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
    Yes
16. a. Does the contractor have a current Nevada State Business License (SBL)?
    No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?
    Yes
17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
    Yes
18. Agency Field Contract Monitor:
19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ewatson	08/09/2016 15:02:12 PM
Division Approval	msmit5	08/12/2016 15:23:50 PM
Department Approval	ecreceli	08/13/2016 09:38:01 AM
Contract Manager Approval	sjon23	08/17/2016 09:29:50 AM
DoIT Approval	bbohm	08/17/2016 10:01:31 AM
Budget Analyst Approval	nhovden	08/22/2016 12:39:52 PM
BOE Agenda Approval	nhovden	08/22/2016 12:43:28 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: **18017**

		Legal Entity Name:	DEPARTMENT OF BUSINESS AND INDUSTRY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**DEPARTMENT OF BUSINESS AND INDUSTRY**
Agency Code:	**407**	Address:	**HOUSING DIVISION**
Appropriation Unit:	**4862-16**		**1535 OLD HOT SPRINGS RD STE 50**
Is budget authority available?:	**Yes**	City/State/Zip	**CARSON CITY, NV 89706**
If "No" please explain:	Not Applicable	Contact/Phone:	775/687-2049
		Vendor No.:	D74426000
		NV Business ID:	Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2020**

Contract term: **4 years**

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

Contract description: **LIHEAP**

5. Purpose of contract:

This is a new interlocal agreement which continues to provide the Weatherization Assistance Program (WAP) with 5% of the Low Income Home Energy Assistance Program Block grant funds awarded to help fund WAP for low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,102,216.00**

Other basis for payment: 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds.

II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS is responsible for the administration of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant. Authorization for this grant is provided under CFR 45 Part 96 and CFR 10 Part 440. DWSS provides the Housing Division with 5% of this grant to help fund the Weatherization Assistance Program for low income families.

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

Department of Business and Industry, Housing Division is a state agency, which provides weatherization assistance to low income families.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/22/2016 16:24:10 PM
Division Approval	msmit5	07/29/2016 16:14:34 PM
Department Approval	ecreceli	08/02/2016 08:20:30 AM
Contract Manager Approval	sjon23	08/03/2016 13:58:37 PM
Budget Analyst Approval	nhovden	08/05/2016 14:26:03 PM
BOE Agenda Approval	nhovden	08/05/2016 14:26:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17374**

		Amendment Number:	**1**
		Legal Entity Name:	Board of Regents - UNIVERSITY OF NEVADA, RENO
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Board of Regents - UNIVERSITY OF NEVADA, RENO**
Agency Code:	**409**	Address:	**1664 N. Virginia Street MS 285**
Appropriation Unit:	**3148-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557-8218**
If "No" please explain:	Not Applicable	Contact/Phone:	775-784-8218
		Vendor No.:	D35000816
		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.

X	General Funds	**59.50 %**		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
	Highway Funds	0.00 %	**X**	Other funding	**40.50 % Healthy Nevada Funds**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/16/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2017**

Contract term: **1 year and 134 days**

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

Contract description: **Training Services**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement to provide training, professional development, technical assistance, data collection and management to facilitate the implementation of positive behavioral interventions and supports. This amendment extends the termination date from January 31, 2017 to June 30, 2017 and increases the maximum amount from $31,500 to $212,520 due to the continued need for these services and the addition of Desert Willow Treatment Center and Caliente Youth Center to the list of facilities receiving the training.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$31,500.00	$31,500.00	$31,500.00	Yes - Info
2.	Amount of current amendment (#1):	$181,020.00	$181,020.00	$212,520.00	Yes - Action
3.	New maximum contract amount:	$212,520.00			
	and/or the termination date of the original contract has changed to:	06/30/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

Summit View Youth Center is the highest secure level facility for placement of appropriate youth by the Juvenile Court in the state juvenile correctional system. PBIS will enable facility-wide systems to best address the treatment needs of youth with positive behavioral interventions and supports.

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

This contract will provide technical assistance and training of staff to implement positive behavioral interventions and supports.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Exempt (Per statute)**

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

NRS 277.180
Governmental Entity - Interlocal agreement includes 26% Indirect Cost Rate

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

University of Nevada, Reno

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:

Several contracts with State agencies and the University of Nevada, Reno.

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	dander16	08/03/2016 16:28:30 PM
Division Approval	aroukie	08/04/2016 14:22:44 PM
Department Approval	ecreceli	08/06/2016 14:01:17 PM
Contract Manager Approval	sknigge	08/08/2016 14:33:29 PM
Budget Analyst Approval	dreynol2	08/16/2016 13:36:39 PM
BOE Agenda Approval	nhovden	08/22/2016 11:59:48 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: **17873**

		Legal Entity Name:	Clark County School District
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Clark County School District**
Agency Code:	**409**	Address:	**4204 Channel 10 Drive**
Appropriation Unit:	**3148-14**		
Is budget authority available?:	**No**	City/State/Zip	**Las Vegas, NV 89119**
If "No" please explain:	Anticipated IFC Date 10-25-2016	Contact/Phone:	Dr. Robert Henry 702-799-8655
		Vendor No.:	T40231800
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **Yes**

If "Yes", please explain

Clark County School District Board approved agreement July 21, 2016 providing agency with signed documentation August 3, 2016.

3. Termination Date: **06/30/2020**

Contract term: **4 years**

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

Contract description: **Educational Services**

5. Purpose of contract:

This is a new contract to provide education services for youth as mandated by Nevada Revised Statute 63.210.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$523,597.65**

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the nature of the facility and they youths that are placed at SVYC, the additional days of schooling are needed for the safety and education of both the students and staff. SVYC is a 24/7 facility that must ensure the youths are engaged in productive activities that are both beneficial and educational to keeping sure the youths stay on track and out of mischief.

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

Licensed school teachers are required for proper academics and to ensure credits will be received.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

In accordance with NRS 277.180, the Agency has contracted with the Clark County School District to provide education services to the youth in residence at Summit View Youth Center.

There are 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 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	dander16	06/29/2016 15:00:57 PM
Division Approval	aroukie	08/05/2016 13:22:51 PM
Department Approval	ecreceli	08/06/2016 13:53:27 PM
Contract Manager Approval	sknigge	08/08/2016 16:34:26 PM
Budget Analyst Approval	dreynol2	08/17/2016 16:07:01 PM
BOE Agenda Approval	nhovden	08/22/2016 12:16:30 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY. MS
Director
Dept. of Health & Human Services

KELLY WOOLDRIDGE
Administrator
Division of Child and Family Services

ROSS ARMSTRONG
Deputy Administrator

MICHAEL L. FLETCHER
Superintendent
Summit View Youth Center

STATE OF NEVADA
DEPARTMENT OF HEALTH & HUMAN SERVICES
SUMMIT VIEW YOUTH CENTER
5730 Range Rd. Las Vegas, Nevada 89115
Telephone (702) 668-4747 Fax (702) 668-4763

MEMORANDUM

TO: James Wells, Director
Governor's Finance Office

THROUGH: Kelly Wooldridge, Administrator
Division of Child and Family Services

FROM: Corrina Church, Administrative Services Officer,
Division of Child and Family Services

DATE: August 3, 2016

SUBJECT: Retroactive Contract – CCSD INTERLOCAL AGREEMENT,
Educational Services at Summit View Youth Center

A retroactive effective date of July 1, 2016 is requested for the Interlocal Contract between the Division of Child and Family Services (DCFS) - Summit View Youth Center (SVYC) and the Clark County School District (CCSD), by and through its Education Services Division. Interlocal Contract is dated 07-01-2016 to 06-30-2020. Unfortunately, we could not process the agreement until the CCSD Board of School Trustee approved this contract at their scheduled meeting in late July 2016.

DCFS has requested that CCSD provide for 250 days of instruction to include educational programming during each December Holiday Break, Spring Break Week, and the typical summer recess CCSD will provide for teachers to deliver instruction/enrichment for the additional days. The costs for the additional 70 days of instruction will be paid by DCFS to CCSD on dates identified by CCSD. The 70 additional days may not necessarily include programming consistent with educational programming provided during the standard 180 day school year. Students may be provided credit retrieval, project-based learning, remedial programming, and/or specialized career and technical educational opportunities. Specifics of the educational services will be collaboratively planned by CCSD personnel and SVYC administration.

The teachers' workday will begin at 8:00 AM and continue until 3:11 PM as per the teachers' contract with CCSD.

DCFS will reimburse to CCSD the costs to fund personnel salaries for the additional 70 days of instruction. The additional personnel costs are identified as follows:

Summit View Youth Center					
Add-On Days Cost					
	2016-17	2017-18	2018-19	2019-20	4-year Total
Contract Total	$129,469.36	$126,863.31	$131,657.63	135,607.35	523,597.65

Current safety procedures and correctional staff will be the responsibility of the Summit View Youth Center administrators and staff.

CCSD will supply all management and supervision of the school program and staff, instructional supplies, record keeping, and credit accountability. Selection of staff will be completed by CCSD administration.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at 702-668-4758.

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: **17857**

		Legal Entity Name:	White Pine County Sheriff's Office
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**White Pine County Sheriff's Office**
Agency Code:	**440**	Address:	**1785 Great Basin Blvd.**
Appropriation Unit:	**3751-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Ely, NV 89301**
If "No" please explain:	Not Applicable	Contact/Phone:	Dan Watts, Sheriff 775/289-8808
		Vendor No.:	T80971176
		NV Business ID:	N/A

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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 %**	**Revenue**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain
   Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **3 years and 273 days**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Jail Meals**

5. Purpose of contract:
   This is a new interlocal agreement that continues ongoing jail meal service from Ely State Prison to the White Pine County Sheriff's Office for their inmates.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$388,780.00**
   Payment for services will be made at the rate of $1.50 per meal/offender

II. JUSTIFICATION

7. What conditions require that this work be done?
   The White Pine County Sheriff's Office purchases meals from Ely State Prison for their inmates as they do not have the resources to support this service.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
   This is a revenue contract for the department. Employees at Ely State Prison Culinary are able to provide meals for the White Pine County Sheriff's Office inmates. No other state agency provides 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. Soliciation Waiver: **Not Applicable**
   c. Why was this contractor chosen in preference to other?

N/A 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?

    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	cjackson	05/31/2016 10:08:49 AM
Division Approval	jborrowm	05/31/2016 10:12:36 AM
Department Approval	jborrowm	05/31/2016 10:12:39 AM
Contract Manager Approval	jhardy	08/09/2016 10:37:01 AM
Budget Analyst Approval	sjohnso9	08/10/2016 10:34:43 AM
BOE Agenda Approval	pnicks	08/11/2016 08:43:35 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: **17996**

		Legal Entity Name:	ADVANCE PIERRE FOODS, INC.
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**ADVANCE PIERRE FOODS, INC.**
Agency Code:	**550**	Address:	**9987 CARVER ROAD, SUITE 500**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**CINCINNATI, OH 45242**
If "No" please explain:	Not Applicable	Contact/Phone:	KATHRYN WONG, COMMODITY REPRESENTATIVE 513/682-7162
		Vendor No.:	T27028372A
		NV Business ID:	NV20091345689

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$441,200.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Jennie-O Turkey
Tyson
Schwan&#65533;s

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/26/2018

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:

Current contract holder for Nevada Department of Agriculture and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	mston1	07/25/2016 08:30:04 AM
Division Approval	mston1	07/25/2016 08:30:06 AM
Department Approval	mston1	07/25/2016 08:30:08 AM
Contract Manager Approval	mston1	07/25/2016 08:30:10 AM
Budget Analyst Approval	hfield	07/25/2016 12:14:52 PM
BOE Agenda Approval	cmurph3	07/25/2016 13:23:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17999**

		Legal Entity Name:	Asian Food Solutions
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**Asian Food Solutions**
Agency Code:	**550**	Address:	**2572 W. State Road**
Appropriation Unit:	**1362-21**		**Suite 2016**
Is budget authority available?:	**Yes**	City/State/Zip	**Oviedo, FL 32765**
If "No" please explain:	Not Applicable	Contact/Phone:	Allan Lam 888-499-6888
		Vendor No.:	
		NV Business ID:	NV2016328865

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Foods Processin**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$688,900.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Tyson
Schwan&#65533;s
Jennie-O Turkey

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/26/2018

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?

    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	mston1	07/25/2016 08:29:49 AM
Division Approval	mston1	07/25/2016 08:29:51 AM
Department Approval	mston1	07/25/2016 08:29:52 AM
Contract Manager Approval	mston1	07/25/2016 08:29:55 AM
Budget Analyst Approval	hfield	07/25/2016 09:35:02 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:18:42 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: **18000**

		Legal Entity Name:	BONGARDS CREAMERIES
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**BONGARDS CREAMERIES**
Agency Code:	**550**	Address:	**13200 COUNTY RD 51**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**BONGARDS, MN 55368**
If "No" please explain:	Not Applicable	Contact/Phone:	JOE DEANTONI, SFS MANAGER 952/466-3582
		Vendor No.:	T32002013
		NV Business ID:	NV20121327871

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$641,700.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Jennie-O Turkey
Tyson
Schwan's

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

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:

Current contractor for Nevada Department of Agriculture and services have been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	mston1	07/25/2016 08:30:20 AM
Division Approval	mston1	07/25/2016 08:30:22 AM
Department Approval	mston1	07/25/2016 08:30:24 AM
Contract Manager Approval	mston1	07/25/2016 08:30:26 AM
Budget Analyst Approval	hfield	07/25/2016 12:04:14 PM
BOE Agenda Approval	cmurph3	07/25/2016 13:24:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18004**

		Legal Entity Name:	JENNIE-O TURKEY STORE SALES, LLC
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**JENNIE-O TURKEY STORE SALES, LLC**
Agency Code:	**550**	Address:	**2505 Willmar Ave SW**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**Willmar, MN 56201**
If "No" please explain:	Not Applicable	Contact/Phone:	Tahlor Parkhurst, Wentern K12 Sales Manager 619-851-8623
		Vendor No.:	T27012910B
		NV Business ID:	NV20111148418

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
   Contract description: **USDA Food Processing**

5. Purpose of contract:

   This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$249,700.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

   State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

   Schwan's
   Bongard's Creameries
   Tyson

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Current contractor for Nevada Department of Agriculture and services have been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    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	mston1	07/25/2016 08:30:56 AM
Division Approval	mston1	07/25/2016 08:30:58 AM
Department Approval	mston1	07/25/2016 08:31:00 AM
Contract Manager Approval	mston1	07/25/2016 08:31:02 AM
Budget Analyst Approval	hfield	07/25/2016 11:48:56 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:22:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18018**

		Legal Entity Name:	LAND O LAKES
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**LAND O LAKES**
Agency Code:	**550**	Address:	**1200 COUNTY ROAD F WEST**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**ARDEN HILLS, MN 55112**
If "No" please explain:	Not Applicable	Contact/Phone:	ALETHIA SCHEET, K-12 SPECIALIST 651/375-2364
		Vendor No.:	T81101128
		NV Business ID:	NV19811013447

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$324,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Bongards Creameries
Tyson
Schwan's

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

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:

Had contract in the past with Nevada Commodity Foods Program and services have been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	mston1	07/25/2016 08:30:37 AM
Division Approval	mston1	07/25/2016 08:30:39 AM
Department Approval	mston1	07/25/2016 08:30:41 AM
Contract Manager Approval	mston1	07/25/2016 08:30:43 AM
Budget Analyst Approval	hfield	07/25/2016 12:28:47 PM
BOE Agenda Approval	cmurph3	07/25/2016 13:26:06 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 CONTRACT

1. Contract Number: **18019**

		Legal Entity Name:	LET'S DO LUNCH, INC., DBA INTEGRATED FOOD SERVICE
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**LET'S DO LUNCH, INC., DBA INTEGRATED FOOD SERVICE**
Agency Code:	**550**	Address:	**INTEGRATED FOOD SERVICE**
Appropriation Unit:	**1362-21**		**310 W. ALONDRA BLVD.**
Is budget authority available?:	**Yes**	City/State/Zip	**GARDENA, CA 90248**
If "No" please explain:	Not Applicable	Contact/Phone:	Jon R. Sugimoto, Vice President 310/523-3664
		Vendor No.:	T81091571
		NV Business ID:	NV20111272488

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
   Contract description: **USDA Food Processing**

5. Purpose of contract:

   This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$1,984,100.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

   State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

   Tyson
   Schwan's
   Jennie-O Turkey

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

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:

    Current contractor for Nevada Department of Agriculture and services have been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    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	mston1	07/25/2016 08:31:43 AM
Division Approval	mston1	07/25/2016 08:31:45 AM
Department Approval	mston1	07/25/2016 08:31:46 AM
Contract Manager Approval	mston1	07/25/2016 08:31:48 AM
Budget Analyst Approval	hfield	07/25/2016 09:51:27 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:27:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18020**

		Legal Entity Name:	NATIONAL FOOD GROUP INC. DBA CSV SALES, INC.
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**NATIONAL FOOD GROUP INC. DBA CSV SALES, INC.**
Agency Code:	**550**	Address:	**46820 MAGELLAN DRIVE, SUITE A**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**NOVI, MI 48377-2454**
If "No" please explain:	Not Applicable	Contact/Phone:	Dan Moss, Account Manager 248-560-2340
		Vendor No.:	T27010511
		NV Business ID:	NV20121331501

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$6,392,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Bongards Creameries
Tyson
Schwan's

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	07/25/2016 08:31:11 AM
Division Approval	mston1	07/25/2016 08:31:13 AM
Department Approval	mston1	07/25/2016 08:31:15 AM
Contract Manager Approval	mston1	07/25/2016 08:31:17 AM
Budget Analyst Approval	hfield	07/25/2016 11:38:58 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:20:46 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18022**

		Legal Entity Name:	OUT OF THE SHELL LLC, DBA YANGS 5TH TASTE
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**OUT OF THE SHELL LLC, DBA YANGS 5TH TASTE**
Agency Code:	**550**	Address:	**9658 REMER ST**
Appropriation Unit:	**1362-21**		
Is budget authority available?:	**Yes**	City/State/Zip	**SOUTH EL MONTE, CA 91733-3033**
If "No" please explain:	Not Applicable	Contact/Phone:	Adriana Briones 909-593-4797
		Vendor No.:	T27031199
		NV Business ID:	NV20121391639

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,413,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	07/25/2016 08:31:26 AM
Division Approval	mston1	07/25/2016 08:31:28 AM
Department Approval	mston1	07/25/2016 08:31:31 AM
Contract Manager Approval	mston1	07/25/2016 08:31:33 AM
Budget Analyst Approval	hfield	07/25/2016 11:31:39 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:19:43 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: **18023**

		Legal Entity Name:	TYSON PREPARED FOODS
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**TYSON PREPARED FOODS**
Agency Code:	**550**	Address:	**2200 Don Tyson Parkway**
Appropriation Unit:	**1362-21**		**Mail Code CP576**
Is budget authority available?:	**Yes**	City/State/Zip	**Springdale, AR 72762**
If "No" please explain:	Not Applicable	Contact/Phone:	Charles Boger, Director Pricing 479/290-3519
		Vendor No.:	T32000901C
		NV Business ID:	NV20111130012

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3237

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Food Processing**

5. Purpose of contract:

This is a new contract to provide breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$4,574,400.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

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

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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):

Bongards Creameries
Out of the Shell dba Ling's
Schwan's

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3237, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/25/2016 Anticipated re-bid date: 03/25/2018

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:

Tyson is a current vendor for the Department of Agriculture and the services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	07/25/2016 08:32:00 AM
Division Approval	mston1	07/25/2016 08:32:01 AM
Department Approval	mston1	07/25/2016 08:32:03 AM
Contract Manager Approval	mston1	07/25/2016 08:32:05 AM
Budget Analyst Approval	hfield	07/25/2016 09:34:41 AM
BOE Agenda Approval	cmurph3	07/25/2016 13:17:15 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17828**

		Legal Entity Name:	Norberg, Scott W. DBA NorSoft Consulting
Agency Name:	**DPS-GENERAL SERVICES**	Contractor Name:	**Norberg, Scott W. DBA NorSoft Consulting**
Agency Code:	**655**	Address:	**8452 - 133rd Street Court**
Appropriation Unit:	**4709-26**		
Is budget authority available?:	**Yes**	City/State/Zip	**Apple Valley, MN 55124**
If "No" please explain:	Not Applicable	Contact/Phone:	952-997-3888
		Vendor No.:	PUR0000536
		NV Business ID:	NV20101419648

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %**	**Fingerprint Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

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

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **1 year and 302 days**

4. Type of contract: **Contract**

Contract description: **Technology/Software**

5. Purpose of contract:

This is a new contract to provide ongoing software support and maintenance services for various software systems operated by the Nevada Criminal History Repository.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,866,260.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Maintenance and enhancements are necessary to the JusticeLink and CHR Accounting software (proprietary to NorSoft Consulting) in order for the Department of Public Safety to remain compliance with all statutory requirements.

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

The State of Nevada does not have any employees with the ability to complete the required 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. Soliciation Waiver: **Not Applicable**

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

This is for ongoing maintenance and support that was originally contemplated in the initial purchase of the system. Per State Purchasing, no solicitation is required.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	08/09/2016 14:45:43 PM
Division Approval	dmunns	08/09/2016 15:15:12 PM
Department Approval	mcar2	08/09/2016 15:24:46 PM
Contract Manager Approval	mcar2	08/09/2016 15:24:48 PM
Budget Analyst Approval	jrodrig9	08/12/2016 11:59:55 AM
BOE Agenda Approval	pnicks	08/17/2016 11:29:38 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: **18011**

		Legal Entity Name:	PAC WEST HELICOPTERS, INC.
Agency Name:	**DCNR - FORESTRY DIVISION**	Contractor Name:	**PAC WEST HELICOPTERS, INC.**
Agency Code:	**706**	Address:	**16607 CLEAR CREEK RD**
Appropriation Unit:	**4196-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**REDDING, CA 96001-5129**
If "No" please explain:	Not Applicable	Contact/Phone:	ROGER GAGNON 530/241-2402
		Vendor No.:	T29033416
		NV Business ID:	NV20111359312

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

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 #: NDF17-001

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/15/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **3 years and 351 days**

4. Type of contract: **Contract**

Contract description: **Helicopter Repair**

5. Purpose of contract:

This is a new contract to provide on-going helicopter repair (non-engine) services for the division on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$150,000.00**

Other basis for payment: Payment will be made upon receipt and approval of contractor invoices and verification of work completed in an acceptable manner.

II. JUSTIFICATION

7. What conditions require that this work be done?

Helicopters are an integral part of fire fighting. The Nevada Division of Forestry must keep the division's helicopters in top condition at all times. Additionally, the Federal Aviation (FAA) requires that all aircraft be under a maintenance program to insure airworthiness. An overhaul schedule has been established to repair or replace major components prior to failure. The vendor shall work in conjunction with the division to insure the overhaul schedule is maintained for all division helicopters.

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

The Nevada Division of Forestry Air Operations personnel do not have the necessary skill and tools to perform helicopter repairs of this specific nature.

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):

Pac West Helicopters, Inc.
Eagle Copters
Advanced Helicopter
Whisper Jet

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3246, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/22/2016 Anticipated re-bid date: 03/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    This contractor currently has a contract for helicopter repair with the Division of Forestry. The quality of work 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	jkidd	07/18/2016 16:52:16 PM
Division Approval	dprather	07/19/2016 07:10:32 AM
Department Approval	dprather	07/19/2016 07:10:35 AM
Contract Manager Approval	ldunn	07/20/2016 10:18:16 AM
Budget Analyst Approval	cpalme2	07/26/2016 09:12:24 AM
BOE Agenda Approval	cmurph3	07/26/2016 13:05:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18042**

		Legal Entity Name:	Windsor Solutions in Nevada, Inc.
Agency Name:	**DCNR - ENVIRONMENTAL PROTECTION**	Contractor Name:	**Windsor Solutions in Nevada, Inc.**
Agency Code:	**709**	Address:	**4386 SW Macadam Ave, Suite 101**
Appropriation Unit:	**3187-60**		
Is budget authority available?:	**Yes**	City/State/Zip	**Portland, OR 97239**
If "No" please explain:	Not Applicable	Contact/Phone:	Craig Austin 503-675-7833
		Vendor No.:	T27010424
		NV Business ID:	NV20111356993

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Network Exchange**

5. Purpose of contract:

This is a new contract that continues services to participate in the Federal Environmental Exchange Network. The Exchange Network provides a method to submit required environmental regulatory data to the federal government.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$800,000.00**

Other basis for payment: Percentage of completion of Task Order Deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

Annually, since FY 2002 the Federal Government (Environmental Protection Agency) provides States with the opportunity to participate in the Exchange Network Grant Solicitation program. The Grant Program provides funding for States to establish IT systems to allow the required regulatory data to be submitted electronically to the Federal Government. The Federal EPA has been steadily moving away from paper submission of regulatory data, and is increasingly requiring States to submit data electronically. The Federal EPA is regularly changing business rules, the amount of data required, the submission elements required and other aspects of regulatory data for the States. The new contract will to be used to keep up with changing IT technologies, modernize old systems as necessary, and adapt to regulatory changes by the Federal Government.

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

The work is highly specialized, in most cases new IT systems are required to be built using Federal Grant money by a team of contract developers. Current IT staffing levels do not allow for the size, complexity and specialized work required to submit regulatory data in a timely manner.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Soliciation Waiver: **Not Applicable**

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

RFP # 3251

d. Last bid date: 10/01/2016 Anticipated re-bid date: 09/30/2020

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:

    The contractor held a contract with NDEP since 2002, and the quality of service was greater than 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	abasham	08/02/2016 13:36:30 PM
Division Approval	abasham	08/02/2016 13:36:35 PM
Department Approval	abasham	08/02/2016 13:57:37 PM
Contract Manager Approval	bsotomay	08/02/2016 16:18:39 PM
DoIT Approval	bbohm	08/03/2016 08:41:20 AM
Budget Analyst Approval	cpalme2	08/05/2016 09:46:40 AM
BOE Agenda Approval	cmurph3	08/09/2016 08:51:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15035**

		Amendment Number:	**1**
		Legal Entity Name:	SCARPELLO & HUSS, LTD
Agency Name:	**B&I - INDUSTRIAL RELATIONS DIV**	Contractor Name:	**SCARPELLO & HUSS, LTD**
Agency Code:	**742**	Address:	**600 E WILLIAM ST STE 300**
Appropriation Unit:	**4682-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**CARSON CITY, NV 89701-4042**
If "No" please explain:	Not Applicable	Contact/Phone:	Fred Scarpello 775-882-4577
		Vendor No.:	T80744450
		NV Business ID:	NV19721000457

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**WORKER'S COMPENSATION AND SAFETY FUND**

Agency Reference #: 742

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides legal services and representation during all Occupational Safety and Health Review Board meetings, hearings and trials. This amendment extends the termination date from November 30, 2016 to November 30, 2017 and increases the maximum amount from $600,000 to $800,000, with the option to renew annually.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$600,000.00	$600,000.00	$600,000.00	Yes - Action
2.	Amount of current amendment (#1):	$200,000.00	$200,000.00	$200,000.00	Yes - Action
3.	New maximum contract amount:	$800,000.00			
	and/or the termination date of the original contract has changed to:	11/30/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 618.585(2) "The Board may employ legal counsel to advise it concerning matters which come before it."

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

Legal Services must be provided by an attorney duly licensed to practice in the State of Nevada.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

Past performance has been excellent. Contractor has experience with the Board and has passed all Federal OSHA audits.

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:

1999-2016 Business & Industry-Industrial Relations
Quality of Service Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	knielsen	08/08/2016 09:16:16 AM
Division Approval	knielsen	08/08/2016 09:16:19 AM
Department Approval	knielsen	08/08/2016 10:20:07 AM
Contract Manager Approval	jwhi11	08/08/2016 10:20:49 AM
Budget Analyst Approval	cschonl1	08/10/2016 10:23:08 AM
BOE Agenda Approval	lfree1	08/17/2016 09:33:02 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: **17944**

		Legal Entity Name:	NCS PEARSON, INC., DBA PEARSON VUE
Agency Name:	**B&I - REAL ESTATE DIVISION**	Contractor Name:	**NCS PEARSON, INC., DBA PEARSON VUE**
Agency Code:	**748**	Address:	**3 Bala Plaza West STE 300**
Appropriation Unit:	**3823-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**Bala Cynwyd , PA 19004**
If "No" please explain:	Not Applicable	Contact/Phone:	Terri Dunbar 610-617-5192
		Vendor No.:	PUR0000378A
		NV Business ID:	NV19841011933

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Examination fees**

Agency Reference #: RFP #3253

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2017**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Licensing Exam Srvs**

5. Purpose of contract:

This is a new contract to develop and administer professional real estate license exams.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,163,105.00**

Payment for services will be made at the rate of $49.00 per exam

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires the administration of an examination for licensure.

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

The State does not have the capability 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):

Pearson VUE
PSI Services

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3253, 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: 04/06/2016 Anticipated re-bid date: 04/06/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

1990-Present: Division of Insurance.

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	ghilgar	08/11/2016 15:33:30 PM
Division Approval	ghilgar	08/11/2016 15:33:33 PM
Department Approval	knielsen	08/11/2016 15:36:48 PM
Contract Manager Approval	sanwari	08/11/2016 15:46:56 PM
Budget Analyst Approval	cschonl1	08/12/2016 11:52:25 AM
BOE Agenda Approval	lfree1	08/17/2016 11:57:27 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17066**

Amendment Number: **1**

Legal Entity Name: ADVANCED POWER PROTECTION INDUSTRIES, INC.

Agency Name: **DEPARTMENT OF MOTOR VEHICLES**

Contractor Name: **ADVANCED POWER PROTECTION INDUSTRIES, INC.**

Agency Code: **810**

Address: **25395 COPPER LEAF CT**

Appropriation Unit: **4715-26**

Is budget authority available?: **Yes**

City/State/Zip **MURRIETA, CA 92563**

If "No" please explain: Not Applicable

Contact/Phone: 866/975-2774

Vendor No.: PUR0005058

NV Business ID: NV20061744755

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 %
X	Highway Funds	**100.00 %**	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2015**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**

Contract term: **4 years and 10 days**

4. Type of contract: **Contract**

Contract description: **UPS Maintenance**

5. Purpose of contract:

This is the first amendment to the original contract to provide maintenance and emergency services to the back-up power systems for the Department. This amendment extends the termination date from September 30, 2016 to September 30, 2019 and increases the maximum amount from $26,480 to $125,905 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$26,480.00	$26,480.00	$26,480.00	Yes - Info
2.	Amount of current amendment (#1):	$99,425.00	$99,425.00	$125,905.00	Yes - Action
3.	New maximum contract amount:	$125,905.00			
	and/or the termination date of the original contract has changed to:	09/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Systems must be maintained to provide back-up power to computer equipment.

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

There are no State employees in the area 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):

b. Soliciation Waiver: **Not Applicable**

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

Lowest bidding 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previously contracted with DMV-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	jgrimmer	08/04/2016 16:02:35 PM
Division Approval	jgrimmer	08/04/2016 16:02:37 PM
Department Approval	cmunoz	08/04/2016 16:06:27 PM
Contract Manager Approval	hazevedo	08/04/2016 16:12:37 PM
Budget Analyst Approval	pnicks	08/11/2016 08:48:52 AM
BOE Agenda Approval	pnicks	08/11/2016 08:49:10 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15132**

		Amendment Number:	**2**
		Legal Entity Name:	Paula L. Berkley
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**Paula L. Berkley**
Agency Code:	**BDC**	Address:	**908 Nixon Avenue**
Appropriation Unit:	**B003 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Paula Berkley 775-323-7430
		Vendor No.:	
		NV Business ID:	NV20101464479

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Licensing Fees**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2013**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Legislative Services**

5. Purpose of contract:

This is the second amendment to the original contract which provides legislative representation services to the Board. This amendment extends the termination date from December 31, 2016 to November 30, 2017 and increases the maximum amount from $49,000 to $70,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$37,000.00	$37,000.00	$37,000.00	Yes - Info
	a. Amendment 1:	$12,000.00	$12,000.00	$49,000.00	Yes - Info
2.	Amount of current amendment (#2):	$21,000.00	$33,000.00	$70,000.00	Yes - Action
3.	New maximum contract amount:	$70,000.00			
	and/or the termination date of the original contract has changed to:	11/30/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 637B. - the Board must obtain its own services; NRS 637B.130 provides the Board's authority for staffing; there are no professionals employed by the Board.

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

NRS 637B - The Board must obtain its own services; there are no employees of the Board.

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):

Paula Berkley
Capitol Partners LLC
K. Neena Laxalt

b. Soliciation Waiver: **Not Applicable**

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

This proposer received the highest evaluation based upon experience, cost and the needs of the Board.

d. Last bid date: 09/13/2013 Anticipated re-bid date: 09/15/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Board of Occupational Therapy; Nevada Board of Physical Therapy Examiners; Nevada Chiropractic Physicians Board
Services have been verified as satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office 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	lp310000	08/03/2016 15:20:34 PM
Division Approval	lp310000	08/03/2016 15:20:41 PM
Department Approval	lp310000	08/03/2016 15:20:45 PM
Contract Manager Approval	lp310000	08/03/2016 15:21:09 PM
Budget Analyst Approval	cschonl1	08/16/2016 07:52:38 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: **14909**

		Amendment Number:	**1**
		Legal Entity Name:	MORRIS, POLICH & PURDY
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**MORRIS, POLICH & PURDY**
Agency Code:	**BDC**	Address:	**3800 Howard Hughes Pkwy**
Appropriation Unit:	**B007 - All Categories**		**Suite #500**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89169**
If "No" please explain:	Not Applicable	Contact/Phone:	JOHN HUNT 702-862-8300
		Vendor No.:	T29030177
		NV Business ID:	NV19961000223

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**AGENCY FUNDS**

Agency Reference #: 2013-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 266 days**

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

Contract description: **Legal Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides legal counsel to the Board. The purpose of this amendment is to increase the contract amount from $700,000 to $1,200,000.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$700,000.00	$700,000.00	$700,000.00	Yes - Action
2.	Amount of current amendment (#1):	$500,000.00	$500,000.00	$500,000.00	Yes - Action
3.	New maximum contract amount:	$1,200,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Board of Dental Examiners routinely and regularly requires a variety of legal services.

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

The Board has no legal counsel on staff, and the legal services required by the Board exceed the legal services that are offered by the Attorney General's Office.

9. Were quotes or proposals solicited? No

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

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

   Not Applicable

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

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

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    State Board of Dental Examiners

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	08/04/2016 11:00:25 AM
Division Approval	55443282	08/04/2016 11:00:28 AM
Department Approval	55443282	08/04/2016 11:00:32 AM
Contract Manager Approval	55443282	08/04/2016 11:00:35 AM
Budget Analyst Approval	cschonl1	08/10/2016 10:14:42 AM
BOE Agenda Approval	lfree1	08/17/2016 11:34:19 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: **17038**

		Amendment Number:	**1**
		Legal Entity Name:	Lorylynn Ltd.
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**Lorylynn Ltd.**
Agency Code:	**BDC**	Address:	**1150 Silver Crest Circle**
Appropriation Unit:	**B030 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89523**
If "No" please explain:	Not Applicable	Contact/Phone:	Loretta Ponton 775-829-7375
		Vendor No.:	
		NV Business ID:	NV20061202027

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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 %	**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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2019**

Contract term: **2 years and 358 days**

4. Type of contract: **Contract**

Contract description: **Exec Director Svs**

5. Purpose of contract:

This is the first amendment to the original contract, which provided for an Executive Director. This amendment increases the contract maximum from $19,800 to $84,600.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$19,800.00	$19,800.00	$19,800.00	Yes - Info
2.	Amount of current amendment (#1):	$64,800.00	$84,600.00	$84,600.00	Exception
3.	New maximum contract amount:	$84,600.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 625.055 provides authority for the Board to employ and fix the compensation of staff.

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

The Board must obtain its own staff.

9. Were quotes or proposals solicited? Yes

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

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

b. Soliciation Waiver: **Not Applicable**

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

The vendor has extensive experience in providing Exec Director and similar services and was the only proposer who responded.

d. Last bid date: 07/23/2015 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?

    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:

    Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board, current; services are verified as satisfactory
    Board of Occupational Therapy, 9/1/06 - 6/30/14; services 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	55443282	08/05/2016 17:12:23 PM
Division Approval	55443282	08/05/2016 17:12:27 PM
Department Approval	55443282	08/05/2016 17:12:31 PM
Contract Manager Approval	lp310000	08/06/2016 08:57:58 AM
Budget Analyst Approval	cschonl1	08/22/2016 12:00:36 PM
BOE Agenda Approval	lfree1	08/22/2016 15:10:46 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: **13638**

		Amendment Number:	**1**
		Legal Entity Name:	AT&T Mobility National Accounts, LLC.
Agency Name:	**MASTER SERVICE AGREEMENTS**	Contractor Name:	**AT&T Mobility National Accounts, LLC.**
Agency Code:	**MSA**	Address:	**311 S. Akard St.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Dallas, TX 75202**
If "No" please explain:	Not Applicable	Contact/Phone:	Bethani Cross 214-679-9053
		Vendor No.:	T32000147
		NV Business ID:	NV20001031909

To what State Fiscal Year(s) will the contract be charged? **2013-2019**

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 %**	**Various**

Agency Reference #: RFP 1907

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2012**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2016**

Contract term: **6 years and 321 days**

4. Type of contract: **MSA**

Contract description: **Wireless Services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides wireless voice and data communications and equipment. This amendment extends the termination date from October 31, 2016 to June 30, 2019 and increases the maximum amount from $3,000,000 to 4,500,000

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$3,000,000.00	$3,000,000.00	$3,000,000.00	Yes - Action
2.	Amount of current amendment (#1):	$1,500,000.00	$1,500,000.00	$1,500,000.00	Yes - Action
3.	New maximum contract amount:	$4,500,000.00			
	and/or the termination date of the original contract has changed to:	06/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract allows agencies to easily obtain their wireless communication needs.

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

State agencies or employees do not have the ability or resources to provide wireless services or equipment.

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. Soliciation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of technical and cost proposals, this vendor was one of six selected and highest scored by the evaluation committee.

d. Last bid date: 02/03/2011 Anticipated re-bid date: 02/03/2015

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:

Contractor currently provides wireless communication services and equipment statewide. Quality 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	mstewa10	07/26/2016 13:38:35 PM
Division Approval	mstewa10	07/26/2016 13:38:39 PM
Department Approval	mstewa10	07/26/2016 13:38:42 PM
Contract Manager Approval	tsmit2	08/02/2016 11:23:19 AM
Budget Analyst Approval	cschonl1	08/05/2016 08:26:32 AM
BOE Agenda Approval	lfree1	08/17/2016 11:45:47 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: **13656**

		Amendment Number:	**1**
		Legal Entity Name:	Cellco Partnership dba Verizon Wireless
Agency Name:	**MASTER SERVICE AGREEMENTS**	Contractor Name:	**Cellco Partnership dba Verizon Wireless**
Agency Code:	**MSA**	Address:	**15505 Sand Canyon Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Irvine, CA 92618**
If "No" please explain:	Not Applicable	Contact/Phone:	Doug Robertson 949-246-8700
		Vendor No.:	
		NV Business ID:	NV20161310275

To what State Fiscal Year(s) will the contract be charged? **2013-2019**

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 %**	**Various**

Agency Reference #: RFP 1907

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2012**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2016**

Contract term: **6 years and 321 days**

4. Type of contract: **MSA**

Contract description: **Wireless Services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides wireless voice and data communications and equipment. This amendment extends the termination date from October 31, 2016 to June 30, 2019, increases the maximum amount from 5,000,000 to 10,500,000, and updates vendor contact information.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$5,000,000.00	$5,000,000.00	$5,000,000.00	Yes - Action
2.	Amount of current amendment (#1):	$5,500,000.00	$5,500,000.00	$5,500,000.00	Yes - Action
3.	New maximum contract amount:	$10,500,000.00			
	and/or the termination date of the original contract has changed to:	06/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract allows agencies to easily obtain their wireless communication needs.

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

State agencies or employees do not have the ability or resources to provide wireless services or equipment.

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. Soliciation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of technical and cost proposals, this vendor was one of six selected and highest scored by the evaluation committee.

d. Last bid date: 02/03/2011 Anticipated re-bid date: 02/03/2015

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:

Contractor currently provides wireless communications services and equipment statewide. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Partnership**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/26/2016 13:39:45 PM
Division Approval	mstewa10	07/26/2016 13:39:47 PM
Department Approval	mstewa10	07/26/2016 13:39:50 PM
Contract Manager Approval	tsmit2	08/04/2016 15:15:48 PM
Budget Analyst Approval	cschonl1	08/05/2016 09:35:37 AM
BOE Agenda Approval	lfree1	08/17/2016 09:49:34 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18006**

		Legal Entity Name:	DELTA FIRE SYSTEMS, INC.
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**DELTA FIRE SYSTEMS, INC.**
Agency Code:	**082**	Address:	**PO BOX 26587**
Appropriation Unit:	**1349-12**		
Is budget authority available?:	**Yes**	City/State/Zip	**SALT LAKE CITY, UT 84126-0587**
If "No" please explain:	Not Applicable	Contact/Phone:	801-972-4500
		Vendor No.:	T80922753A
		NV Business ID:	NV19691001803

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Buildings and Grounds Rental Income Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **07/31/2020**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **Fire Panel Service**

5. Purpose of contract:

   This is a new contract that continues ongoing inspection, maintenance, repairs of fire protection and suppression systems as needed
   .

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?

   NFPA requires all systems to be tested and maintained in working order with inspections semi-annually and annually.

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

   This work is beyond the expertise of Buildings and Grounds to service the Edwards Signaling and Systems Fire Panels.

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):

   Simplex Grinell
   Diversified Systems
   Delta Fire Systems

   b. Soliciation Waiver: **Not Applicable**

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

This vendor came in with the best quotes.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 05/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    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	ssands	07/22/2016 12:48:36 PM
Division Approval	ssands	07/22/2016 12:48:39 PM
Department Approval	ssands	07/22/2016 12:48:42 PM
Contract Manager Approval	ssands	07/22/2016 12:50:38 PM
Budget Analyst Approval	jrodrig9	07/27/2016 17:55:12 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: **18008**

		Legal Entity Name:	MCNEILS CLEANING SERVICE, INC.
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**MCNEILS CLEANING SERVICE, INC.**
Agency Code:	**082**	Address:	**PO BOX 40916**
Appropriation Unit:	**1349-12**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89504-4916**
If "No" please explain:	Not Applicable	Contact/Phone:	775-359-4422
		Vendor No.:	T81015272
		NV Business ID:	NV20061269584

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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 %**	**Buildings and Grounds Rental Income Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
   Contract description: **Janitorial Serevices**

5. Purpose of contract:

   This is a new contract that continues ongoing janitorial services for the Peace Officer's Standards Training building (Building #6) on the Stewart Complex located at 5500 Snyder Way, Carson City.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$26,120.00**
   Payment for services will be made at the rate of $855.00 per month
   Other basis for payment: $5,000 in extra services for 2-year contract; hard floor/VCT care at $150 per service.

II. JUSTIFICATION

7. What conditions require that this work be done?

   State buildings must be kept clean and sanitary.

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

   Buildings and Grounds does not have the personnel to clean all state buildings.

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):

   CC Cleaning
   Enterprise Janitoril
   McNeils Cleaning

b. Soliciation Waiver: **Not Applicable**

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

This was the lowest bid for the services needed.
In addition, this bid is a 15% savings in hard floor care and over 10% savings over janitorial services from last contract.

d. Last bid date: 07/01/2016 Anticipated re-bid date: 05/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Buildings and Grounds has used this company for the several years and buildings, work 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	ssands	08/12/2016 06:13:03 AM
Division Approval	ssands	08/12/2016 06:13:12 AM
Department Approval	ssands	08/12/2016 06:13:16 AM
Contract Manager Approval	ssands	08/12/2016 06:13:20 AM
Budget Analyst Approval	jrodrig9	08/12/2016 11:34:29 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13693**

		Amendment Number:	**1**
		Legal Entity Name:	OTIS ELEVATOR COMPANY
Agency Name:	**STATE PUBLIC WORKS DIVISION**	Contractor Name:	**OTIS ELEVATOR COMPANY**
Agency Code:	**082**	Address:	**725 TRADEMARK DRIVE**
Appropriation Unit:	**1349-12**		**SUITE 102**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89521**
If "No" please explain:	Not Applicable	Contact/Phone:	775-322-5411
		Vendor No.:	PUR0005666A
		NV Business ID:	NV19441000038

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

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

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Buildings and Grounds Building Rental 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 **10/01/2012**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**

Contract term: **4 years and 123 days**

4. Type of contract: **Contract**

Contract description: **Elevator Maintenance**

5. Purpose of contract:

This is the first amendment to the original contract that continues ongoing inspections, repair and maintenance of hydraulic and gear/gearless traction elevators in state owned buildings statewide. This amendment extends the termination date from October 1, 2016 to January 31, 2017 and increases the maximum amount from $920,864 to $955,936 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$920,864.00	$920,864.00	$920,864.00	Yes - Action
2.	Amount of current amendment (#1):	$35,072.00	$35,072.00	$35,072.00	Yes - Info
3.	New maximum contract amount:	$955,936.00			
	and/or the termination date of the original contract has changed to:	01/31/2017			

II. JUSTIFICATION

7. What conditions require that this work be done?

Elevators must be maintained to comply with Federal Code.

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

Lack of expertise and equipment.

9. Were quotes or proposals solicited? Yes

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

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

   b. Soliciation Waiver: **Not Applicable**

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

   This contractor received the highest score with the Evaluation Committee.

   d. Last bid date: 06/30/2012 Anticipated re-bid date: 04/30/2016

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:

    2008-2012, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

    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	ssands	07/29/2016 06:26:30 AM
Division Approval	ssands	07/29/2016 06:26:37 AM
Department Approval	ssands	07/29/2016 06:26:45 AM
Contract Manager Approval	ssands	07/29/2016 06:26:48 AM
Budget Analyst Approval	jrodrig9	08/11/2016 12:48:47 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: **18021**

		Legal Entity Name:	RAY HEATING PRODUCTS, INC. dba
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**RAY HEATING PRODUCTS, INC. dba**
Agency Code:	**082**	Address:	**RHP MECHANICAL SYSTEMS**
Appropriation Unit:	**1349-12**		**P.O. Box 2957**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89505**
If "No" please explain:	Not Applicable	Contact/Phone:	Randy R. Acosta 775-322-9437
		Vendor No.:	PUR0002724
		NV Business ID:	NV19531000169

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Buildings and Grounds Building**
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 **09/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2020**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **HVAC Maintenance**

5. Purpose of contract:

   This is a new contract to provide ongoing preventive maintenance and repair services to the HVAC system at the Governor's Mansion, 606 Mountain Street, Carson City.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$44,248.00**
   Payment for services will be made at the rate of $1,203.00 per quarter
   Other basis for payment: extra services $25,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

   HVAC systems must be kept operable and maintained.

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

   Mechanical equipment beyond the expertise and equipment of B&G staff.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

   Open Statewide Solicitation

   b. Soliciation Waiver: **Not Applicable**

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

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, This is one of three vendors who will bid on upcoming projects.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 06/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds has used this vendor before and service is 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?

No b. If "No", please explain:

IT IS A DBA

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	ssands	07/22/2016 12:46:33 PM
Division Approval	ssands	07/22/2016 12:46:38 PM
Department Approval	ssands	07/22/2016 12:46:41 PM
Contract Manager Approval	ssands	07/22/2016 12:46:44 PM
Budget Analyst Approval	jrodrig9	07/27/2016 17:41:18 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: **18003**

		Legal Entity Name:	ROSEVILLE TERMITE AND PEST CONTROL
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**ROSEVILLE TERMITE AND PEST CONTROL dba**
Agency Code:	**082**	Address:	**ADVANCE INTEGRATED PEST MNGNT**
Appropriation Unit:	**1349-12**		**P.O. Box 1168**
Is budget authority available?:	**Yes**	City/State/Zip	**Roseville , CA 89403**
If "No" please explain:	Not Applicable	Contact/Phone:	Scott Conner 775-461-9031
		Vendor No.:	T32001814
		NV Business ID:	NV20101149905

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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 %	**X**	Fees	**100.00 %**	**BUILDINGS AND GROUNDS RENTAL INCOME FEES**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **3 years and 334 days**

4. Type of contract: **Contract**
   Contract description: **PEST CONTROL**

5. Purpose of contract:

   This is a new contract that continues ongoing pest control services, exterior and interior for various state buildings in Carson City and Reno area.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$47,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   This service is necessary in order to eliminate pests and insects for the health and safety of employees and visitors. Properties would be overrun by pests.

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

   Beyond the expertise of Buildings and Grounds.

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):

   ADVANCED INTEGRATED PEST

   b. Soliciation Waiver: **Not Applicable**

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

This is one of multiple contracts for pest control services on file. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 05/15/2016 Anticipated re-bid date: 05/15/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

PREVIOUS CONTRACTS WITH BUILDINGS AND GROUNDS AND THE WORK 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?

No b. If "No", please explain:

THIS IS A dba

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	ssands	07/22/2016 12:55:48 PM
Division Approval	ssands	07/22/2016 12:55:51 PM
Department Approval	ssands	07/22/2016 12:55:54 PM
Contract Manager Approval	ssands	07/22/2016 12:55:57 PM
Budget Analyst Approval	jrodrig9	07/27/2016 17:51:02 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: **18030**

		Legal Entity Name:	SIKORA ARCHITECTURE PC
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**SIKORA ARCHITECTURE PC**
Agency Code:	**082**	Address:	**SIKORA ARCHITECTURE**
Appropriation Unit:	**1577-29**		**489 CORVALLIS CT**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511-6061**
If "No" please explain:	Not Applicable	Contact/Phone:	775-852-5800
		Vendor No.:	T29027121
		NV Business ID:	NV20031561376

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	**9.00 %**	
Highway Funds	0.00 %	**X**	Other funding	**91.00 %**	**Transfer in Federal Grant Revenue**

Agency Reference #: 110503

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/27/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 338 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 Security Fence Addition at the Stead Training Center: CIP Project No. 15-C07; SPWD Contract No. 110503.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$24,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 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. Soliciation 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	07/25/2016 15:19:55 PM
Division Approval	dgrimm	07/25/2016 15:19:57 PM
Department Approval	dgrimm	07/25/2016 15:43:36 PM
Contract Manager Approval	dgrimm	07/25/2016 16:13:30 PM
Budget Analyst Approval	jrodrig9	07/27/2016 17:31:38 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: **17392**

Amendment Number: **1**

Legal Entity Name: PUGSLEY SIMPSON COULTER ARCHITECTS

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Contractor Name: **PUGSLEY SIMPSON COULTER ARCHITECTS**

Agency Code: **082**

Address: **2480 E. TOMPKINS AVE**

Appropriation Unit: **All Budget Accounts - Category 10**

Suite #222

Is budget authority available?: **No**

City/State/Zip **LAS VEGAS, NV NV**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 3650, Office of the Military, expenditure category 10, Army Facilities.

Contact/Phone: WADE SIMPSON 702-435-1150

Vendor No.: T27038348

NV Business ID: NV20031000034

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 %**	**Agency funded CIP**

Agency Reference #: 109949

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/14/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **4 years and 168 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the Call For Fire Trainer Building at the Floyd Edsall Training Center Facility in North Las Vegas: CIP Project No. 16-A010; SPWD Contract No. 109949. This amendment increases the maximum amount from $33,950 to$47,550 for design of a pre-manufactured metal steel building along with associated travel per the request of the Nevada Army National Guard.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$33,950.00	$33,950.00	$33,950.00	Yes - Info
2.	Amount of current amendment (#1):	$13,600.00	$13,600.00	$47,550.00	Yes - Info
3.	New maximum contract amount:	$47,550.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2016 Agency CIP

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

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation 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	07/18/2016 15:24:07 PM
Division Approval	dgrimm	07/18/2016 15:24:28 PM
Department Approval	dgrimm	07/18/2016 15:55:50 PM
Contract Manager Approval	dgrimm	07/19/2016 16:15:56 PM
Budget Analyst Approval	jrodrig9	07/22/2016 10:11:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17972**

		Legal Entity Name:	WATER & ENERGY SYSTEMS TECHNOLOGY OF NEVADA, INC.
Agency Name:	**DEPARTMENT OF VETERANS SERVICES**	Contractor Name:	**WATER & ENERGY SYSTEMS TECHNOLOGY OF NEVADA, INC.**
Agency Code:	**240**	Address:	**TECHNOLOGY INC**
Appropriation Unit:	**2561-07**		**13109 ARCTIC CIR**
Is budget authority available?:	**Yes**	City/State/Zip	**SANTA FE SPRINGS, CA 90670-5507**
If "No" please explain:	Not Applicable	Contact/Phone:	Matt Copthorne 702-449-9698
		Vendor No.:	T27030751
		NV Business ID:	NV19831015302

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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	**65.00 %**		Bonds	0.00 %
	Highway Funds	0.00 %	**X**	Other funding	**35.00 % Private/County**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **1 year and 364 days**

4. Type of contract: **Contract**
   Contract description: **Maintenance at NSVH**

5. Purpose of contract:

   This is a new contract that continues ongoing maintenance for the cooling towers, chillers and hot water boilers including monthly inspection and preventative maintenance for this equipment.

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 $674.00 per month
   Other basis for payment: Except for repairs - parts and labor.

II. JUSTIFICATION

7. What conditions require that this work be done?

   This is preventative maintenance to avoid corrosion of cooling towers and closed loop system.

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

   No State agencies or employees are available to 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):

Carl's A/C & Sheet Metal, Inc.
Nationwide Power
Bishop Air Service
Water & Energy Systems Technology, Inc. (WEST)

b. Soliciation Waiver: **Not Applicable**

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

Only respondent; Keeping same price for service that was established in 2012; and have a proven track record of efficiency and customer service.

d. Last bid date: 06/20/2016 Anticipated re-bid date: 09/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Contract is currently under contract with NDVS performing these services; 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:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	07/06/2016 14:57:21 PM
Division Approval	agarland	07/06/2016 14:57:26 PM
Department Approval	agarland	07/06/2016 14:57:29 PM
Contract Manager Approval	jtheil1	07/06/2016 14:59:01 PM
Budget Analyst Approval	dreynol2	07/26/2016 16:18:15 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: **18001**

		Legal Entity Name:	CIVIC RESOURCE GROUP INTERNATIONAL INCORPORATED
Agency Name:	**DEPARTMENT OF VETERANS SERVICES**	Contractor Name:	**CIVIC RESOURCE GROUP INTERNATIONAL INCORPORATED**
Agency Code:	**240**	Address:	**915 WILSHIRE BLVD STE 2175**
Appropriation Unit:	**2564-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**LOS ANGELES, CA 90017-3469**
If "No" please explain:	Not Applicable	Contact/Phone:	Gregory Curtin 213/225-1170
		Vendor No.:	T29031864
		NV Business ID:	NV20161149985

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %**	**Veterans Gift Account**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2017**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Social Network Maint**

5. Purpose of contract:

This is a new contract that continues ongoing basic maintenance and support for the web system including the public website and online applications.

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 $1,666.67 per Month

Other basis for payment: Payable upon satisfactory completion of service and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Veterans Services needs to maintain and have support for its web system, including the public website and online applications.

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

No State employees are available to perform these tasks.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

The vendor received the highest score from the RFP evaluation committee.
Per the Purchasing Administrator, Patrick Cates, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased / installed and in use by the State. These ongoing requirements are contemplated as a part of the initial procurement. This does not exempt an agency from following any other process that may be required (i.e., RXQ entries into Advantage, agency specific approvals or authorizations, etc.).

d. Last bid date: 05/01/2012 Anticipated re-bid date: 04/01/2017

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:

CRG (vendor) has performed programming and maintenance work for NDVS for 4 years. 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:

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	agarland	07/13/2016 13:02:37 PM
Division Approval	agarland	07/13/2016 13:02:43 PM
Department Approval	agarland	07/13/2016 13:02:48 PM
Contract Manager Approval	jtheil1	07/18/2016 09:30:52 AM
DoIT Approval	bbohm	07/21/2016 06:51:36 AM
Budget Analyst Approval	dreynol2	08/09/2016 09:42:06 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: **17595**

		Legal Entity Name:	LEITNER, DAVID DBA
Agency Name:	**NDE - DEPARTMENT OF EDUCATION**	Contractor Name:	**LEITNER, DAVID DBA**
Agency Code:	**300**	Address:	**PACIFIC RESEARCH ASSOCIATES**
Appropriation Unit:	**2709-34**		**10381 NW ROYAL ROSE CT**
Is budget authority available?:	**Yes**	City/State/Zip	**PORTLAND, OR 97229-5268**
If "No" please explain:	Not Applicable	Contact/Phone:	David Leitner 503/297-5300
		Vendor No.:	T27019822A
		NV Business ID:	NV20101560126

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/19/2016**

Anticipated BOE meeting date 05/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2020**

Contract term: **3 years and 317 days**

4. Type of contract: **Contract**

Contract description: **PreK Data Collection**

5. Purpose of contract:

This is a new contact to provide technical support for the 2015-2016 database opening, data collection, and reporting of annual Pre-K student demographics.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$22,000.00**

Other basis for payment: upon receipt of detailed invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Annual data collection is required from providers of Early Childhood Education for Preschool Development Grant compliance.

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

Contractor possesses specialized knowledge, software, and equipment which would be impractical to reproduce in a state agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

The contractor has performed identical or similar services for the Department of Education for at least 14 years and will not require knowledge transfer or new development.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education and Department of Health and Human Services, Welfare Division have previously contracted with this contractor and the work performed has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	lpaulino	05/05/2016 12:42:40 PM
Division Approval	amccalla	05/05/2016 16:23:35 PM
Department Approval	amccalla	05/05/2016 16:23:38 PM
Contract Manager Approval	ablackwe	05/06/2016 07:45:41 AM
Budget Analyst Approval	kperondi	05/19/2016 09:16:15 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18014**

		Legal Entity Name:	LARKIN PLUMBING & HEATING CO
Agency Name:	**DTCA - MUSEUMS AND HISTORY DIVISION**	Contractor Name:	**LARKIN PLUMBING & HEATING CO**
Agency Code:	**331**	Address:	**INC**
Appropriation Unit:	**2943-07**		**1801 INDUSTRIAL RD**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	702/382-2410
		Vendor No.:	T80904083
		NV Business ID:	NV19511000064

To what State Fiscal Year(s) will the contract be charged? **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	**41.50 %**		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
	Highway Funds	0.00 %	**X**	Other funding	**58.50 %** **17% Admission Fees/41.5% Lodging Tax Transfer**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/27/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **65 days**

4. Type of contract: **Contract**

Contract description: **NSMLV Water Heater**

5. Purpose of contract:

This is a new contract to replace a water heater at the Nevada State Museum Las Vegas

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,443.77**

Other basis for payment: Upon satisfactory installation, testing, and inspection of water heater and disposal of non-functioning water heater

II. JUSTIFICATION

7. What conditions require that this work be done?

A water heater is currently out of service until repair to this system can occur. The lack of hot water can create unhealthy conditions for museum visitors and staff.

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

Special licenses are required for employees who perform these services. There are no Nevada State Museum Las Vegas Staff who possess the required licenses.

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):

Rakeman Plumbiing
Pentagon Plumbing
Larkin Plumbing

b. Soliciation Waiver: **Not Applicable**

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

This vendor's proposal was more complete and included obtaining all necessary permits for the replacement.

d. Last bid date: 07/01/2016 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 Museum Las Vegas

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	cedlefse	07/22/2016 07:24:45 AM
Division Approval	cedlefse	07/22/2016 07:24:49 AM
Department Approval	dpeters3	07/22/2016 09:02:26 AM
Contract Manager Approval	cedlefse	07/22/2016 10:36:51 AM
Budget Analyst Approval	myoun3	07/27/2016 09:21:36 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: **18038**

		Legal Entity Name:	ACCURATE BUILDING MAINTENANCE
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**ACCURATE BUILDING MAINTENANCE**
Agency Code:	**406**	Address:	**4435 W SUNSET RD**
Appropriation Unit:	**3161-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89118-4321**
If "No" please explain:	Not Applicable	Contact/Phone:	Tammy Hanson 702/220-8180
		Vendor No.:	T81039103
		NV Business ID:	NV19991074849

To what State Fiscal Year(s) will the contract be charged? **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 #: C15675

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/10/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **143 days**

4. Type of contract: **Contract**

Contract description: **janitorial services**

5. Purpose of contract:

This is a new contract that continues ongoing janitorial services to buildings 1, 2 and 3A on the West Charleston campus which houses outpatient and community based programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$47,045.00**

Payment for services will be made at the rate of $9,409.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 331.080 authorizes expenditures for maintenance and repair for the health and well being of staff, clients and visitors. It is necessary to have janitorial services to keep the buildings clean and sanitary.

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

Southern Nevada Adult Mental Health Services does not have the staff or resources available to provide this after hours 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):

Jani-King Janitorial
A-1 Janitorial
Accurate Building Maintenance

b. Soliciation Waiver: **Not Applicable**

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

Accurate Building Maintenance Service had the most competitive pricing to meet the needs of the agency.

d. Last bid date: 05/17/2016 Anticipated re-bid date: 10/01/2016

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:

    Welfare Division, 2005 - current; Southern Nevada Adult Mental Health Services, 2012 - current. All 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	rmorse	08/05/2016 14:43:04 PM
Division Approval	rmorse	08/05/2016 14:43:06 PM
Department Approval	ecreceli	08/06/2016 13:45:11 PM
Contract Manager Approval	rfine	08/09/2016 10:56:21 AM
Budget Analyst Approval	nhovden	08/10/2016 17:05:36 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: **18002**

		Legal Entity Name:	SIERRA PEST CONTROL, INC.
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**SIERRA PEST CONTROL, INC.**
Agency Code:	**406**	Address:	**2100 EL RANCHO DRIVE**
Appropriation Unit:	**3162-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**SPARKS, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	SHERRY KORNAHRENS 775-331-2869
		Vendor No.:	T29031169
		NV Business ID:	NV20111060207

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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.

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 #: C15579

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **Yes**

If "Yes", please explain

This contract was being negotiated with Sierra Pest Control. The monthly service for pest control is necessary for the safety of the clients, staff and visitors, which mandates the service continue uninterrupted.

3. Termination Date: **06/30/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Pest Control Service**

5. Purpose of contract:

This is a new contract that continues ongoing pest control for Northern Nevada Adult Mental Health Services and Lake's Crossing Center. This contract will cover pest control applications to the interior and exterior of the campus buildings and annual dormant tree treatment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$44,000.00**

Payment for services will be made at the rate of $11,000.00 per year

Other basis for payment: This amount is based on historical payment data.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pest control maintenance is required for the health and safety of consumers, staff and visitors to the Northern Nevada Adult Mental Health Services and Lake's Crossing Center.

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

State personnel lack the licensing, equipment and materials required for this services.

9. Were quotes or proposals solicited? Yes

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

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

Northern Nevada Pest Control
Bonanza Pest Control
Sierra Pest Control Inc.

b. Soliciation Waiver: **Not Applicable**

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

In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an evaluation committee.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 05/04/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Vendor has provided services since 2012.
    Northern Nevada Adult Mental Heath Services - Satisfactory
    Lake's Crossing Center - Satisfactory
    Dept. of Transportation - 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	chadwic1	07/20/2016 15:41:09 PM
Division Approval	chadwic1	07/20/2016 15:41:11 PM
Department Approval	ecreceli	07/22/2016 17:15:27 PM
Contract Manager Approval	shoughta	07/25/2016 13:02:14 PM
Budget Analyst Approval	nhovden	07/26/2016 16:44:19 PM

BRIAN SANDOVAL
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Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

LEON RAVIN, MD
Acting 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 2, 2016

MEMORANDUM

TO: ***Nikki Hovden***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Lisa Scherych**
Agency Director
Northern Nevada Adult Mental Health Services

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT –Sierra Pest Control, Inc. CETS #18002**

There have been ongoing negotiations with Sierra Pest Control, Inc., which necessitated the need for a retroactive start date.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2016. Monthly spraying for pest control is necessary for Northern Nevada Adult Mental Health Services and Lake's Crossing Center, service needs to continue uninterrupted.

In the future, the program will begin contract negotiations sooner to avoid any delays in the contract process.

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: **18024**

		Legal Entity Name:	PUBLIC CONSULTING GROUP, INC.
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**PUBLIC CONSULTING GROUP, INC.**
Agency Code:	**406**	Address:	**148 State Street, 10th Floor**
Appropriation Unit:	**3168-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**Boston, MA 02109**
If "No" please explain:	Not Applicable	Contact/Phone:	617 426-2026
		Vendor No.:	T32000898
		NV Business ID:	NV20021466314

To what State Fiscal Year(s) will the contract be charged? **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 #: C 15653

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2016**

Contract term: **30 days**

4. Type of contract: **Contract**

Contract description: **Training**

5. Purpose of contract:

This is a new contract to provide a two-day cost allocation training for 30-35 staff. The vendor will provide the training materials and a written follow-up to any unanswered questions during the training.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$24,843.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Cost allocation has an in-depth learning process that takes years to master. It is vital to the state to have employees proficient in current cost allocation methods and procedures.

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 technical knowledge to train other individuals in this area.

9. Were quotes or proposals solicited? Yes

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

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

Public Consulting Group
Maximus
SIVIC Solutions Group

b. Soliciation Waiver: **Not Applicable**

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

The vendor submitted the only cost proposal and is in good standing with DPBH on other cost allocation contracts.

d. Last bid date: 06/15/2016 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 vendor has provided services since 2012 - 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	chadwic1	07/20/2016 15:38:59 PM
Division Approval	chadwic1	07/20/2016 15:39:01 PM
Department Approval	ecreceli	07/22/2016 17:13:27 PM
Contract Manager Approval	rmorse	07/25/2016 12:40:40 PM
Budget Analyst Approval	nhovden	07/26/2016 09:56:13 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17969**

		Legal Entity Name:	University of Nevada School of Medicine
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO**
Agency Code:	**406**	Address:	**1664 N. Virginia Street**
Appropriation Unit:	**3648-30**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	775-784-6001
		Vendor No.:	D35000816
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **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 #: C 15568

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

This agreement was delayed due to modifications made on Attachment AA and the end of year fiscal closeout. We therefore request that this contract be accepted with a retroactive start date of July 1, 2016. If this is not approved then we will lose at least 1 month of valuable professional development enhancements of clinical knowledge and skills to better our RCHS Clinicians.

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

Contract term: **364 days**

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

Contract description: **Residency Program**

5. Purpose of contract:

This is a new contract that continues ongoing services to provide clinical consultation to help assist in their professional development through the facilitation of Professional Development Groups. Areas of focus for the Professional Development Groups are determined by the facilitator, in collaboration with Rural Clinics, to help enhance the clinical knowledge and skills of the participants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$26,400.00**

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 pcychiatric 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. Soliciation Waiver: **Not Applicable**

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

UNSOM is not charging an indirect rate on 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?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    State agencies continuously provide services for other state entities.

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	chadwic1	06/28/2016 14:13:35 PM
Division Approval	chadwic1	06/28/2016 14:13:43 PM
Department Approval	ecreceli	07/05/2016 12:12:28 PM
Contract Manager Approval	rmorse	07/05/2016 12:48:28 PM
Budget Analyst Approval	nhovden	08/05/2016 16:05:04 PM

BRIAN SANDOVAL
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RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

LEON RAVIN, MD
Acting 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

July 5, 2016

MEMORANDUM

TO: ***Nikki Holden***
Budget Analyst
Budget Division

THROUGH: **Mark Winebarger**
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: **Tina Gerber-Winn** – ***Agency Director***
Rural Community Health Services (RCHS)

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT – CETS # 17969**

This memorandum requests that the following Interlocal Contract # C – 15568 be approved for a retroactive start date effective July 1, 2016. This agreement was delayed due to modifications made on Attachment AA and the end of year fiscal closeout.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2016. If this is not approved then we will lose at least 1 month of valuable professional development enhancements of clinical knowledge and skills to better our RCHS Clinicians.

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: **18009**

		Legal Entity Name:	Carls Air Conditioning and Sheet Metal, Inc.
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Carls Air Conditioning and Sheet Metal, Inc.**
Agency Code:	**409**	Address:	**265 Elliott Road**
Appropriation Unit:	**3179-31**		
Is budget authority available?:	**No**	City/State/Zip	**HENDERSON, NV 89011**
If "No" please explain:	Pending Work Program C35831.	Contact/Phone:	Chris Bless 702/565-8751
		Vendor No.:	PUR0033819
		NV Business ID:	NV19671001172

To what State Fiscal Year(s) will the contract be charged? **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 %**	**NV Dept. Agrigulture Equipment Grant**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/19/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **315 days**

4. Type of contract: **Contract**

Contract description: **Freezer Renovation**

5. Purpose of contract:

This is a new contract to provide the labor and materials required to renovate an existing walk-in freezer that has reached the end of its useful life.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$11,800.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Existing freezer is a 54+ year old freezer that is in need of renovation.

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

Caliente Youth Center staff do not have the specialized expertise/resources required to complete this renovation.

9. Were quotes or proposals solicited? Yes

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

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

Quality Mechanical
S & S Mechanical Contractors
Carl's Air Conditioning and Sheet Metal, Inc.

b. Soliciation Waiver: **Not Applicable**

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

This was the lowest responsible 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?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DCFS - 2015. Repaired the identical 2nd freezer - 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:

    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	dander16	07/18/2016 10:41:31 AM
Division Approval	aroukie	08/04/2016 12:12:13 PM
Department Approval	ecreceli	08/06/2016 14:03:51 PM
Contract Manager Approval	sknigge	08/08/2016 14:43:42 PM
Budget Analyst Approval	dreynol2	08/19/2016 08:06:07 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18043**

		Legal Entity Name:	Roe Painting, Inc.
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Roe Painting, Inc.**
Agency Code:	**409**	Address:	**PO Box 7351**
Appropriation Unit:	**3259-95**		
Is budget authority available?:	**Yes**	City/State/Zip	**Boise , ID 83707**
If "No" please explain:	Not Applicable	Contact/Phone:	Andy Roe 208-991-0567
		Vendor No.:	T32004121
		NV Business ID:	NV 20121212195

To what State Fiscal Year(s) will the contract be charged? **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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/16/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **318 days**

4. Type of contract: **Contract**

Contract description: **Painting Services**

5. Purpose of contract:

This is a new contract for the preparation and painting of the exterior of the dorm, warehouse and vocational building.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$38,853.55**

Other basis for payment: $10,590.95 for the dorm, $16,680.60 for the warehouse and $11,582.00 for the vocational building

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Youth Training Center is a Juvenile Justice facility that houses up to 60 male youth between the ages of twelve and eighteen who are committed by the state's district courts for correctional care. it is important to maintain the finish, weather resistance, and appearance of the building on a cyclical basis. These buildings have not been painted in over 15 years.

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

The project requires specialty equipment and scaffolding not available at the facility.

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):

Roe Painting
Byrn's Painting
Marty Vodopich

b. Soliciation Waiver: **Not Applicable**

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

Roe Painting was selected as they were the only vendor to supply a quote.

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 vendor has performed similar work for the agency in recent months. Work was 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:

    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	dander16	08/02/2016 10:44:35 AM
Division Approval	aroukie	08/09/2016 11:43:21 AM
Department Approval	ecreceli	08/09/2016 13:43:47 PM
Contract Manager Approval	sknigge	08/10/2016 14:23:18 PM
Budget Analyst Approval	dreynol2	08/16/2016 13:38:43 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: **18039**

		Legal Entity Name:	Board of Regents, Nevada System of Higher Education (NSHE)
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**Board of Regents, Nevada System of Higher Education (NSHE)**
Agency Code:	**440**	Address:	**OBO University of Nevada, Reno**
Appropriation Unit:	**3711-24**		**1664 Virginia St. MS 313**
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Veronica Dahir, Director 775/784-6272
		Vendor No.:	D35000816
		NV Business ID:	Governmental Enitity

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 **12/10/2015**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

Given the duration of the work, vendor was authorized to commence work without the required contract approval while the final budget was negotiated.

3. Termination Date: **09/30/2016**

Contract term: **294 days**

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

Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement to provide a management team to oversee and facilitate the development of the strategic re-entry plan prepared by the University of Nevada, Las Vegas to reduce recidivism of inmates statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$47,129.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Governor Sandoval issued Executive Order 2011-25 to establish the Statewide Re-Entry Task Force. The contractor will review and evaluate the reports completed by the University of Nevada, Las Vegas.

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

An outside party is required for this service and therefore services can not be provided by the department. No other state agency provides 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. Soliciation Waiver: **Exempt (Per statute)**

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

NRS 277.180 Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of its public agencies is authorized by law to perform.

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:

    FY15 with the Department of Corrections. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office 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	dbec2	08/01/2016 16:38:21 PM
Division Approval	jborrowm	08/06/2016 11:27:47 AM
Department Approval	jborrowm	08/06/2016 11:27:54 AM
Contract Manager Approval	jhardy	08/10/2016 15:12:38 PM
Budget Analyst Approval	sjohnso9	08/11/2016 14:05:06 PM

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938

Brian Sandoval
Governor

James Dzurenda
Director

State of Nevada
Department of Corrections

RETROACTIVE MEMORANDUM

TO: Stacey Johnson, Budget Analyst IV

FROM: John Collins, NDOC Re-Entry Coordinator

DATE: August 9, 2016

SUBJECT: Retroactive Contracts with Board of Regents (NHSE) OBO University of Nevada, Las Vegas (UNLV) – CETS #18037 and Board of Regents (NHSE) OBO University of Nevada, Reno (UNR) – CETS #18039.

There were several reasons and issues surrounding the late filling of the contracts for UNLV and UNR, the main one being communications. The initial letter informing the Nevada Department of Corrections regarding the receipt of the Second Chance Statewide Adult Recidivism Reduction (SRR) Grant was in late September of 2015. Although, we had an ample amount of time to accept the grant, there were concerns out of the Governor's office if we would accept it. As time went on to accept the grant, it was finally decided that Nevada Department of Corrections (NDOC) would accept the grant on the very last day. By the time the grant was approved, we had missed two webinars on the acceptance of the grant and had not established who would be the fiscal and program agents named to the grant. I named the fiscal person as Dan Beck and I took responsibility as the program agent. Before we accepted the grant, we lost our contract person to retirement; this caused the disturbance with communication.

My concern became the importance of the programing, as we were behind on our first deliverables and had to request an extension of forty five (45) days from the Bureau of Justice. We established a steering committee of stakeholders and community partners and proceeded to move forward. UNLV and UNR were alerted of the situation and agreed to help move the grant forward.

In January of 2016, fiscal accepted the funds for the grant and I turned over the copies of the scope of work and budget to fiscal. UNLV lost their fiscal person once we had the process moving forward and we had to obtain a Grant Adjustment Notice from the Bureau of Justice, which held up the UNR Contract.

NDOC believes this was an incident that will only happen this one time, since we are in the process of hiring staff that will be monitoring all Nevada Department of Corrections grants in the future.

As you can see, we have worked through all the issues and finally have the contracts ready to submit for approval.

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: **18037**

		Legal Entity Name:	Board of Regents, Nevada System of Higher Education (NSHE) OBO
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**Board of Regents, Nevada System of Higher Education (NSHE) OBO**
Agency Code:	**440**	Address:	**University of NV, Las Vegas**
Appropriation Unit:	**3711-24**		**4505 S. Maryland Parkway**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89154-5009**
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Emily J. Salisbury 702/895-0236
		Vendor No.:	D35000813
		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 %
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 **12/10/2015**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

Given the duration of the work, vendor was authorized to commence work without the required contract approval while the final budget was negotiated.

3. Termination Date: **09/30/2016**

Contract term: **294 days**

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

Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement to provide a strategic re-entry plan to meet statewide recidivism reduction goals using evidence-based practices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$24,781.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Governor Sandoval issued Executive Order 2011-25 to establish the Statewide Re-Entry Task Force. In compliance with the Governor plan to reduce recidivism for inmates statewide, the department is contracting with UNLV to develop a strategic re-entry plan for the department.

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

An outside party is required for this service and therefore services can not be provided by the department. No other state agency provides 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. Soliciation Waiver: **Exempt (Per statute)**

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

NRS 277.180 Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of its public agencies is authorized by law to perform.

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:

    FY11 with Department of Corrections. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office 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	dbec2	08/01/2016 16:38:45 PM
Division Approval	jborrowm	08/06/2016 11:28:34 AM
Department Approval	jborrowm	08/06/2016 11:28:38 AM
Contract Manager Approval	jhardy	08/10/2016 15:12:05 PM
Budget Analyst Approval	sjohnso9	08/11/2016 14:14:28 PM

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Department of Corrections

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TO: Stacey Johnson, Budget Analyst IV

FROM: John Collins, NDOC Re-Entry Coordinator

DATE: August 9, 2016

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There were several reasons and issues surrounding the late filling of the contracts for UNLV and UNR, the main one being communications. The initial letter informing the Nevada Department of Corrections regarding the receipt of the Second Chance Statewide Adult Recidivism Reduction (SRR) Grant was in late September of 2015. Although, we had an ample amount of time to accept the grant, there were concerns out of the Governor's office if we would accept it. As time went on to accept the grant, it was finally decided that Nevada Department of Corrections (NDOC) would accept the grant on the very last day. By the time the grant was approved, we had missed two webinars on the acceptance of the grant and had not established who would be the fiscal and program agents named to the grant. I named the fiscal person as Dan Beck and I took responsibility as the program agent. Before we accepted the grant, we lost our contract person to retirement; this caused the disturbance with communication.

My concern became the importance of the programing, as we were behind on our first deliverables and had to request an extension of forty five (45) days from the Bureau of Justice. We established a steering committee of stakeholders and community partners and proceeded to move forward. UNLV and UNR were alerted of the situation and agreed to help move the grant forward.

In January of 2016, fiscal accepted the funds for the grant and I turned over the copies of the scope of work and budget to fiscal. UNLV lost their fiscal person once we had the process moving forward and we had to obtain a Grant Adjustment Notice from the Bureau of Justice, which held up the UNR Contract.

NDOC believes this was an incident that will only happen this one time, since we are in the process of hiring staff that will be monitoring all Nevada Department of Corrections grants in the future.

As you can see, we have worked through all the issues and finally have the contracts ready to submit for approval.

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: **16484**

		Amendment Number:	**1**
		Legal Entity Name:	EWELL EDUCATIONAL SERVICES, INC.
Agency Name:	**DEPARTMENT OF AGRICULTURE**	Contractor Name:	**EWELL EDUCATIONAL SERVICES, INC.**
Agency Code:	**550**	Address:	**PO BOX 15924**
Appropriation Unit:	**4545-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**COLLEGE STATION, TX 77841-5125**
If "No" please explain:	Not Applicable	Contact/Phone:	979/446-0865
		Vendor No.:	T27033933A
		NV Business ID:	NV20141454399

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Product registration and tonnage 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 **09/22/2014**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/30/2018**

Contract term: **4 years and 39 days**

4. Type of contract: **Contract**

Contract description: **Pesticide Automation**

5. Purpose of contract:

This is the first amendment to the original contract that continues ongoing development and maintenance of a web-based Pesticide Product Registration data system. This amendment adds the development and maintenance of a web-based registration data system for fertilizer products, tonnage fees, and antifreeze product registration fees to the scope of work and increases the maximum amount from $182,162.24 to $212,352.98 due to the continued need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$182,162.24	$182,162.24	$182,162.24	Yes - Action
2.	Amount of current amendment (#1):	$30,190.74	$30,190.74	$30,190.74	Yes - Info
3.	New maximum contract amount:	$212,352.98			

II. JUSTIFICATION

7. What conditions require that this work be done?

The project will streamline and modernize the process of registering and collecting fees for the Pesticide Product Registration program by using a relational database with program and fiscal reporting as well as data mining capabilities. The system will increase efficiency, reduce errors, and will improve the ability to collect fees and issue certificates through a web-based system.

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

The employees of the Department of Agriculture do not have the programing skills to create this web-based data system, nor maintain it.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 141005
Approval Date: 10/14/2014

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

Low cost, web-based and expandable into other divisions within the department.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	07/01/2016 14:49:33 PM
Division Approval	mston1	07/01/2016 14:49:35 PM
Department Approval	mston1	07/01/2016 14:49:37 PM
Contract Manager Approval	mwhitney	08/15/2016 14:43:19 PM
DoIT Approval	bbohm	08/15/2016 15:56:01 PM
Budget Analyst Approval	hfield	08/15/2016 16:02:05 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	141005 A

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:	***Nevada Department of Agriculture***	
	Contact Name and Title	*Phone Number*	*Email Address*
	Mark Stone, Management Analyst 1	***353-3629***	***m.stone@agri.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Ewell Educational Services, Inc.***
	Contact Name:	***Russell Ewell***
	Address:	***P.O. Box 15924, College Station, TX 77841***
	Telephone Number:	***979-446-0865***
	Email Address:	***info@judgingcard.com***

	Type of Waiver Requested – Check the appropriate type:	
1c	Sole or Single Source:	*x*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes		No	*X*
	Amendment:	*#1*			
	CETS:	*#16484*			

	Term:				
1e	One (1) Time Purchase:				
	Contract:	Start Date:	*10/21/2014*	End Date:	*10/30/2018*

	Funding:	
1f	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	***X 3% of the pesticide, fertilizer, and antifreeze product registration fees, as well as 3% of fertilizer tonnage fees***

1g	**Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:**
	$30,190.74

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** ******Additional programming for web based fertilizer product registration and tonnage reporting, and antifreeze product registration.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***Vendor has already created similar programming for registration of pesticides in web based format. This amendment would expand the current programming to include additional services available on our website. It would be very confusing to the public to have multiple websites to pay for different fees within the same Division. In addition, it would be costly to start from scratch to build a new website there are proprietary right the Ewell has that does not allow us to share the existing database with competitors. When the original contract was issued, research and price comparison was completed and provided to State Purchasing for consideration of a sole source vendor and approved. Information is attached. A company may register both pesticide and/or fertilizer products; therefore, since pesticide and fertilizer registrations are closely related integrating them into the existing pesticide system provides for the most effective method of registration for our clients.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***The vendor is fronting all costs for equipment and customized programming because the NDA does not have a software development budget. The vendor will be paid a percentage on registration fees process through the web based system with no guarantee that payments will go through the system and no guarantee as to fees that will ultimately be paid. In addition a price comparison was made during the original contract analysis and it was found that Ewell was more economically feasible. Please see attached comparison.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*x*	No:	
	a. ***If yes***, *what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	Please see attached documentation.				
	b. ***If not***, *why were alternatives not evaluated?*				
	This is an amendment to a contract in which the vendor has already programmed a similar web based registration product, and currently houses all data storage. Remove.				

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:	*x*	No:	
	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 #)
	09/22/2014	*10/30/2018*	*$182,162.24*	***Pesticide Product Registration***	*141005*
	08/12/2014	*06/30/2019*	*$132,830.63*	***Online Brand Book***	*15360*
			$		
			$		
			$		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	The initial cost of a different vendor creating similar programming that already exists with this vendor would be significantly more expensive as well as data storage would be with a different vendor. There would be a significant delay in automating our fee collection ability as recommended by internal audits due to the time involved for a new vendor programing requirements.

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?**
	The agreed to price for this product is 3% of processed payments with no upfront money and no guarantee as to payment amount. The vendor is also obligated to provide data storage and to do modifications and/or updates within the 3% fee. We reviewed a survey or agencies in other states (attached) that showed other companies could not match these requirements.

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:		No:	*X*
	a. *If yes, please provide details regarding future obligations or needs.*				
	The Department of Agriculture will complete a Formal Request for Proposal prior to termination date of 10/31/2018.				

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.

Debra Crowley for

Agency Representative Initiating Request

Gayle Ann Willmoth, Business Process Analyst III — 08/02/2016

Print Name of Agency Representative Initiating Request — Date

8/11/16

Signature of Agency Head Authorizing Request

Jim Barbee, Director Nevada Department of Agriculture — 07/06/2016

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.**

Dept of Agriculture

Name of agency or entity who provided information or review:

Debra Crowley

Representative Providing Review

Debra Crowley — 8/11/16

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:

8-17-2016

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: **18041**

		Legal Entity Name:	PULIZ MOVING & STORAGE
Agency Name:	**GCB - GAMING CONTROL BOARD**	Contractor Name:	**PULIZ MOVING & STORAGE**
Agency Code:	**611**	Address:	**PULIZ RECORDS MANAGEMENT**
Appropriation Unit:	**4061-04**		**3833 OCTAGON RD**
Is budget authority available?:	**Yes**	City/State/Zip	**NORTH LAS VEGAS, NV 89030**
If "No" please explain:	Not Applicable	Contact/Phone:	702/643-7667
		Vendor No.:	T80914937B
		NV Business ID:	NV19771009093

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Document Storage**

5. Purpose of contract:

This is a new contract to provide ongoing off-site records storage services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000.00**

Other basis for payment: According to the fees described in Attachment CC to the contract, upon receipt of state approved invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

Off site backup records storage is mandated by the Board's disaster recovery plan. Also, insufficient storage space exists to store all records at the Board's Las Vegas office.

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

Currently there is no State Records Center in Clark County area.

9. Were quotes or proposals solicited? Yes

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

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

Southwest PDI
Puliz
Ace Worldwide

b. Soliciation Waiver: **Not Applicable**

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

Puliz was the lowest responsible bidder.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Contractor is currently engaged under contract with the Nevada Gaming Control Board; services are satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

14. The contractor is 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	jkingsla	08/01/2016 12:59:09 PM
Division Approval	jkingsla	08/01/2016 12:59:13 PM
Department Approval	jkingsla	08/01/2016 13:04:59 PM
Contract Manager Approval	jkingsla	08/01/2016 13:05:07 PM
Budget Analyst Approval	myoun3	08/08/2016 10:00:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17636**

		Legal Entity Name:	Cashman Equipment Company
Agency Name:	**DPS-GENERAL SERVICES**	Contractor Name:	**Cashman Equipment Company**
Agency Code:	**655**	Address:	**555 North Main Street**
Appropriation Unit:	**4709-26**		**Suit D**
Is budget authority available?:	**Yes**	City/State/Zip	**North Salt Lake, UT 84054**
If "No" please explain:	Not Applicable	Contact/Phone:	801-678-6345
		Vendor No.:	PUR0000249
		NV Business ID:	NV19601000406

To what State Fiscal Year(s) will the contract be charged? **2017-2022**

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

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Fingerprint Fees**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/23/2016**
   Anticipated BOE meeting date 08/2016

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2021**
   Contract term: **5 years and 40 days**

4. Type of contract: **Contract**
   Contract description: **UPS Install/Mtnc**

5. Purpose of contract:

   This is a new contract to provide installation and maintenance services for the Mitsubishi Uninterruptable Power Supply (UPS) system for the Criminal History Repository facility in Carson City.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$20,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   The Uninterruptable Power Supply (UPS) unit maintain continuous power to the DPS computer systems in the event of power outages. Loss of power could cause loss of data or create an unsafe condition (due to lack of access to data) for law enforcement employees who rely on the information.

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

   The State does not have the resources.

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):

   Nationwide Power
   Cashman Equpment
   Mitsubishi Electric Power Products, Inc.

   b. Soliciation Waiver: **Not Applicable**

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

It is in the best interests of the state.

d. Last bid date: 05/13/2016 Anticipated re-bid date: 05/03/2021

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:

    The Vendor has provided satisfactory services for various state agencies since 2005.

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	mcosta	07/13/2016 17:14:21 PM
Division Approval	dmunns	07/14/2016 13:42:41 PM
Department Approval	mcar2	07/14/2016 15:53:36 PM
Contract Manager Approval	mcar2	07/14/2016 15:53:38 PM
DoIT Approval	csweeney	07/15/2016 09:17:59 AM
Budget Analyst Approval	jrodrig9	07/22/2016 10:16:43 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: **18029**

		Legal Entity Name:	Western States Water Council
Agency Name:	**DCNR - DIVISION OF WATER RESOURCES**	Contractor Name:	**Western States Water Council**
Agency Code:	**705**	Address:	**682 East Vine Street, Suite 7**
Appropriation Unit:	**4171-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Murray, UT 84107**
If "No" please explain:	Not Applicable	Contact/Phone:	Anthony L. Willardson 801-685-2555
		Vendor No.:	T10277100
		NV Business ID:	N/A

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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 %**	**This is a revenue contract**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/26/2016**
   Anticipated BOE meeting date 09/2016

   Retroactive? **No**
   If "Yes", please explain
   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **2 years and 66 days**

4. Type of contract: **Revenue Contract**
   Contract description: **WaDE**

5. Purpose of contract:
   This is a new revenue contract. The division will participate in the Water Data Exchange Project by providing water right and water use data to the Western States Water Council for the public, industry and state and federal agencies data sharing initiative.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$45,200.00**
   Payment for services will be made at the rate of $100.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?
   Access to qualified water availability, water (right) allocations, and water use data by the public, industry, and state and federal agencies is currently limited and varied in format. This is needed to provide continuity and accessibility.

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

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):
   Not Applicable
   b. Soliciation Waiver: **Not Applicable**

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

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	bkordono	07/22/2016 14:03:03 PM
Division Approval	bkordono	07/22/2016 14:03:06 PM
Department Approval	bkordono	07/22/2016 14:03:08 PM
Contract Manager Approval	bkordono	07/22/2016 14:03:12 PM
Budget Analyst Approval	cpalme2	07/26/2016 08:58:42 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: **17645**

Amendment Number: **1**

Legal Entity Name: AUTOMATED TEMPERATURE CONTROLS

Agency Name: **DCNR - FORESTRY DIVISION**

Contractor Name: **AUTOMATED TEMPERATURE CONTROLS**

Agency Code: **706**

Address: **INC**

Appropriation Unit: **4195-07**

8535 DOUBLE R BOULEVARD

Is budget authority available?: **Yes**

City/State/Zip **RENO, NV 89511-2270**

If "No" please explain: Not Applicable

Contact/Phone: PETER SELLMAN 775/826-7700

Vendor No.: PUR0003825

NV Business ID: NV19871039226

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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.

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 #: NDF16-025

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 10/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HVAC Monitoring**

5. Purpose of contract:

This is the first amendment to the original contract , which provides Heating, Ventilation and Air Condition monitoring services for the Elko Interagency Dispatch Center. This amendment extends the termination date from June 30, 2017 to June 30, 2020 and increases the maximum amount from $4,930 to $33,475.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$4,930.00	$4,930.00	$4,930.00	No
2.	Amount of current amendment (#1):	$28,545.00	$33,475.00	$33,475.00	Yes - Info
3.	New maximum contract amount:	$33,475.00			
	and/or the termination date of the original contract has changed to:	06/30/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Elko Interagency Dispatch Center is a 24-hour emergency dispatch center. The HVAC system at the center is a complex system that requires constant monitoring to ensure efficient operation and prevent system failure which could potentially disrupt the operation of the center. The system was designed by Bruce Nipp, State Public Works Board and, as such, he is considered the technical expert for this system.

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

Mr. Nipp works very closely with this vendor and has this vendor's software installed on his computer in his Carson City office which allows him to access the system remotely. Additionally, the Elko facility's HVAC computer system was designed by Mr. Nipp and already has this vendor's software installed. This contract is for additional monitoring of the system by the vendor to create redundancy.

9. Were quotes or proposals solicited? No

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

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

   Not Applicable

   b. Soliciation Waiver: **Not Applicable**

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

   Mr. Nipp, the technical expert on the HVAC system, has advised that this is the only vendor available.

   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:

    Current contract with the Division of Forestry. Contractor performance has been deemed 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	jkidd	08/15/2016 08:13:59 AM
Division Approval	dprather	08/15/2016 09:25:18 AM
Department Approval	dprather	08/15/2016 09:25:22 AM
Contract Manager Approval	ldunn	08/15/2016 16:05:36 PM
Budget Analyst Approval	cpalme2	09/06/2016 08:52:41 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18013**

		Legal Entity Name:	UNLV School Of Medicine
Agency Name:	**SILVER STATE HEALTH INSURANCE EXCHANGE**	Contractor Name:	**UNLV School Of Medicine**
Agency Code:	**960**	Address:	
Appropriation Unit:	**1400-70**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89154**
If "No" please explain:	Not Applicable	Contact/Phone:	702-8951514
		Vendor No.:	
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 **08/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **152 days**

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

Contract description: **Health Care Access**

5. Purpose of contract:

This is a new intralocal agreement to educate underserved populations of the availability of health insurance and health care.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$20,698.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

With Governor Brian Sandoval opting into the Affordable Care Act (ACA) the health care landscape in Nevada has changed significantly. The state has gone from having its central agencies deliver direct care to the uninsured population to supporting community-based care of a predominately Medicaid population. Since the implementation of the ACA, Nevada Medicaid's population has increased from approximately 230,000 to more than 600,000. Nevadans now have an opportunity to receive health insurance but only a small portion of the eligible population are enrolled. There are many hypothesis as to why individuals choose not to enroll for health insurance, some of these are due to fear of deportation despite citizenship, others lack of transportation, while many do not understand health insurance coverage and how to sign up, others might have been enrolled at sometime but found insurance unreasonable or lost their enrollment and did not know why.

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

The Silver State Health Insurance Exchange does not have qualified personal to train Community Health Workers (CHWs).

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

There is no indirect rate charged to 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Other **UNLV School of Medicine**

15. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

18. Agency Field Contract Monitor:

19. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	afrantz	07/15/2016 11:57:59 AM
Division Approval	afrantz	07/15/2016 11:58:02 AM
Department Approval	afrantz	07/15/2016 11:58:06 AM
Contract Manager Approval	afrantz	07/28/2016 09:47:18 AM
Budget Analyst Approval	dreynol2	07/29/2016 12:11:45 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15132**

		Amendment Number:	**1**
		Legal Entity Name:	Paula L. Berkley
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**Paula L. Berkley**
Agency Code:	**BDC**	Address:	**908 Nixon Avenue**
Appropriation Unit:	**B003 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Paula Berkley 775-323-7430
		Vendor No.:	
		NV Business ID:	NV20101464479

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Licensing Fees**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2013**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/15/2016**

Contract term: **3 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Legislative Services**

5. Purpose of contract:

This is the first amendment to the contract, which extends the termination date from January 15, 2016 to December 31, 2016 and increases the maximum amount from $37,000 to $49,000 to include services to be provided in preparation for the 2017 legislative session.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$37,000.00	$37,000.00	$37,000.00	Yes - Info
2.	Amount of current amendment (#1):	$12,000.00	$12,000.00	$49,000.00	Yes - Info
3.	New maximum contract amount:	$49,000.00			
	and/or the termination date of the original contract has changed to:	12/31/2016			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 637B. - the Board must obtain its own services; NRS 637B.130 provides the Board's authority for staffing; there are no professionals employed by the Board.

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

NRS 637B - The Board must obtain its own services; there are no employees of the Board.

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. Soliciation Waiver: **Not Applicable**

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

This proposer received the highest evaluation based upon experience, cost and the needs of the Board.

d. Last bid date: 09/13/2013 Anticipated re-bid date: 09/15/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Board of Occupational Therapy; Nevada Board of Physical Therapy Examiners; Nevada Chiropractic Physicians Board
Services have been verified as satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office 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	lp310000	12/23/2015 09:40:47 AM
Division Approval	lp310000	12/23/2015 09:40:55 AM
Department Approval	lp310000	12/23/2015 09:45:08 AM
Contract Manager Approval	lp310000	01/06/2016 13:18:59 PM
Budget Analyst Approval	amccalla	01/11/2016 13:30:43 PM

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2016 SUMMARY (QTR1-QTR4)

NEVADA DEPARTMENT OF ADMINISTRATION

Monday, August 15, 2016

CUMULATIVE STATEWIDE TOTALS (QTR1-QTR4)

	FY2014	FY2015	**FY2016**
BASE PAY	$867,347,777	$877,203,212	$913,362,985
OVERTIME PAY + ACCRUED COMP	$26,227,909	$30,513,469	**$36,493,864**
TOTAL PAY	$893,575,685	$907,716,681	$949,856,849
OT/COMP AS A SHARE OF TOTAL PAY	2.94%	3.36%	**3.84%**

FY2016 (QTR1-QTR4)

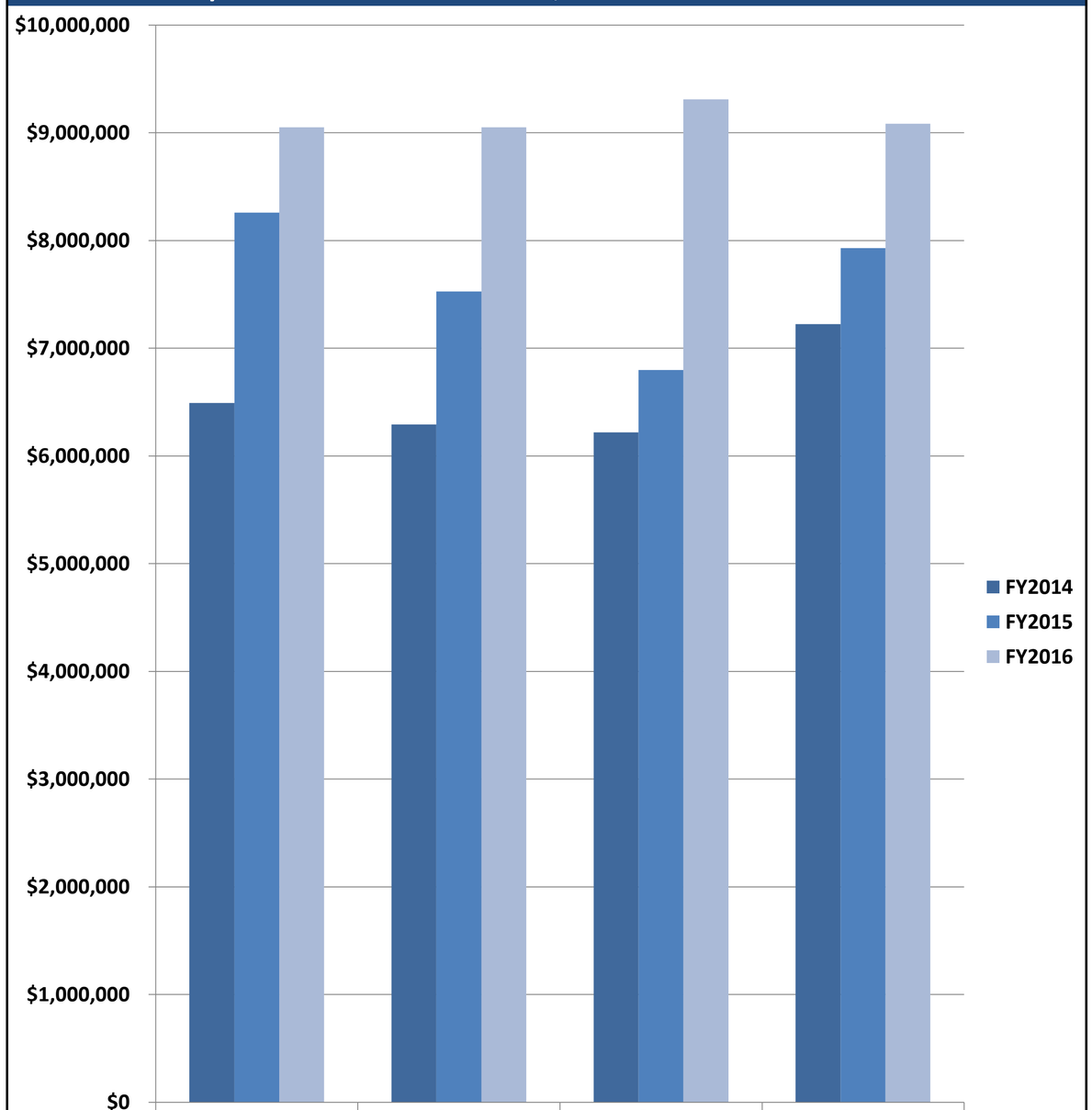
Highest OT/Comp expenditures in dollars

Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	$10,952,715	7.94%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$9,223,255	3.45%
65	DEPARTMENT OF PUBLIC SAFETY	$6,499,583	8.19%
80	DEPARTMENT OF TRANSPORTATION	$4,357,229	4.74%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	$1,764,221	4.75%

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	$1,787,266	8.49%
24	OFFICE OF VETERANS SERVICES	$225,700	8.29%
44	DEPARTMENT OF CORRECTIONS	$2,734,591	7.59%
50	COMMISSION ON MINERAL RESOURCES	$14,006	6.11%
80	DEPARTMENT OF TRANSPORTATION	$1,146,733	4.99%

STATEWIDE OT/COMP DISTRIBUTION BY QUARTER



	QTR1	QTR2	QTR3	QTR4
FY2014	$6,491,481.13	$6,291,370.31	$6,219,196.72	$7,225,860.34
FY2015	$8,258,896.72	$7,526,252.41	$6,797,810.74	$7,930,509.07
FY2016	$9,049,861.95	$9,049,861.95	$9,311,299.40	$9,082,840.66

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY 2016 COMPARATIVE YEAR-TO-DATE ANALYSIS (QTR1-QTR4) vs FY2014-FY2015

NEVADA DEPARTMENT OF ADMINISTRATION

Monday, August 15, 2016

		FY 2014 QTR1-QTR4			FY 2015 QTR1-QTR4				FY 2016 QTR1-QTR4			
Agency Code	Department	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	Difference in OT Pay/Accrued Comp versus FY2014	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2015
01	GOVERNOR'S OFFICE	$1,601	$2,290,243	0.07%	$0	$2,479,182	0.00%	($1,601)	$3,402	$5,299,962	0.06%	$3,402
02	LIEUTENANT GOVERNOR'S OFFICE	$0	$277,726	0.00%	$0	$290,538	0.00%	$0	$0	$317,479	0.00%	$0
03	ATTORNEY GENERAL'S OFFICE	$30,739	$24,278,927	0.13%	$37,365	$23,865,463	0.16%	$6,626	$54,361	$24,786,694	0.22%	$16,996
04	SECRETARY OF STATE'S OFFICE	$24,975	$6,306,338	0.40%	$14,821	$6,019,510	0.25%	($10,154)	$30,732	$5,970,957	0.51%	$15,911
05	TREASURER'S OFFICE	$18,279	$2,467,414	0.74%	$21,006	$2,333,942	0.90%	$2,727	$14,816	$2,342,047	0.63%	($6,190)
06	CONTROLLER'S OFFICE	$33,682	$2,470,749	1.36%	$32,251	$2,480,454	1.30%	($1,431)	$58,947	$2,606,562	2.26%	$26,696
08	DEPARTMENT OF ADMINISTRATION	$289,673	$30,733,000	0.94%	$742,490	$30,952,589	2.40%	$452,817	$305,735	$28,372,554	1.08%	($436,755)
09	JUDICIAL BRANCH	$5,712	$27,089,581	0.02%	$21,379	$27,462,665	0.08%	$15,666	$7,648	$28,175,659	0.03%	($13,731)
10	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	$28,736	$5,724,612	0.50%	$31,534	$5,817,442	0.54%	$2,799	$18,700	$5,937,083	0.31%	($12,834)
12	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	$0	$2,781,131	0.00%	$574	$2,804,248	0.02%	$574	$0	$3,013,406	0.00%	($574)
13	DEPARTMENT OF TAXATION	$34,440	$14,802,944	0.23%	$61,417	$14,893,378	0.41%	$26,978	$110,719	$15,709,436	0.70%	$49,302
15	COMMISSION ON ETHICS	$0	$422,657	0.00%	$0	$396,440	0.00%	$0	$0	$408,748	0.00%	$0
22	JUDICIAL DISCIPLINE COMMISSION	$0	$193,544	0.00%	$0	$252,162	0.00%	$0	$0	$373,637	0.00%	$0
23	COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	$11,765	$969,774	1.21%	$12,290	$847,524	1.45%	$526	$2,639	$865,837	0.30%	($9,651)
24	OFFICE OF VETERANS SERVICES	$836,010	$9,999,856	8.36%	$724,891	$9,750,480	7.43%	($111,119)	$730,197	$10,228,262	7.14%	$5,306
30	DEPARTMENT OF EDUCATION	$57,136	$7,064,165	0.81%	$60,497	$8,147,485	0.74%	$3,361	$76,979	$9,118,495	0.84%	$16,482
31	STATE PUBLIC CHARTER SCHOOL AUTHORITY	$0	$574,788	0.00%	$1,513	$574,483	0.26%	N/A	$12,107	$715,327	1.69%	$10,594
36	COMMISSION ON POSTSECONDARY EDUCATION	$0	$229,076	0.00%	$0	$218,328	0.00%	$0	$2,656	$205,282	1.29%	$2,656
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$7,075,299	$238,599,954	2.97%	$8,036,562	$252,873,105	3.18%	$961,262	$9,223,255	$266,958,268	3.45%	$1,186,693
43	ADJUTANT GENERAL	$338,699	$5,448,003	6.22%	$234,052	$5,372,357	4.36%	($104,647)	$233,129	$5,568,223	4.19%	($923)
44	DEPARTMENT OF CORRECTIONS	$5,451,806	$130,463,910	4.18%	$7,615,634	$131,281,691	5.80%	$2,163,828	$10,952,715	$137,906,707	7.94%	$3,337,081
50	COMMISSION ON MINERAL RESOURCES	$38,082	$780,365	4.88%	$27,768	$773,352	3.59%	($10,314)	$33,100	$799,370	4.14%	$5,332
55	DEPARTMENT OF AGRICULTURE	$102,148	$6,655,574	1.53%	$109,853	$6,717,567	1.64%	$7,704	$116,454	$6,868,356	1.70%	$6,601
58	PUBLIC UTILITIES COMMISSION	$0	$6,996,777	0.00%	$0	$6,803,104	0.00%	$0	$0	$6,982,343	0.00%	$0
61	GAMING CONTROL BOARD	$481,734	$23,748,502	2.03%	$420,480	$23,415,733	1.80%	($61,253)	$438,279	$24,041,111	1.82%	$17,799
65	DEPARTMENT OF PUBLIC SAFETY	$5,346,513	$75,840,761	7.05%	$5,858,752	$76,159,961	7.69%	$512,239	$6,499,583	$79,381,892	8.19%	$640,831
69	COLORADO RIVER COMMISSION	$5,281	$2,562,334	0.21%	$7,585	$2,535,794	0.30%	$2,304	$10,676	$2,637,004	0.40%	$3,091
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	$1,640,234	$36,879,596	4.45%	$1,545,861	$36,724,233	4.21%	($94,374)	$1,764,221	$37,123,297	4.75%	$218,360
72	DEPARTMENT OF WILDLIFE	$286,551	$12,986,291	2.21%	$246,333	$13,266,986	1.86%	($40,218)	$312,386	$13,756,282	2.27%	$66,053
74	DEPARTMENT OF BUSINESS AND INDUSTRY	$266,815	$31,923,600	0.84%	$309,822	$32,486,549	0.95%	$43,007	$222,891	$33,428,044	0.67%	($86,931)
80	DEPARTMENT OF TRANSPORTATION	$2,870,399	$89,668,000	3.20%	$3,302,683	$89,523,795	3.69%	$432,284	$4,357,229	$91,933,071	4.74%	$1,054,546
81	DEPARTMENT OF MOTOR VEHICLES	$280,717	$45,495,442	0.62%	$420,755	$45,947,285	0.92%	$140,038	$369,930	$48,716,145	0.76%	($50,825)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	$668,814	$44,424,924	1.51%	$614,414	$41,869,982	1.47%	($54,400)	$616,725	$39,232,433	1.57%	$2,311
92	DEFERRED COMPENSATION	$0	$57,573	0.00%	$0	$57,177	0.00%	$0	$0	$78,785	0.00%	$0
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	$0	$1,582,646	0.00%	$885	$1,523,273	0.06%	$885	$0	$1,563,487	0.00%	($885)
96	SILVER STATE HEALTH INSURANCE EXCHANGE	$2,067	$784,908	0.26%	$0	$798,421	0.00%	($2,067)	$8,978	$857,809	1.05%	$8,978
	STATEWIDE TOTALS:	$26,227,909	$893,575,685	2.94%	$30,513,469	$907,716,681	3.36%	$4,285,560	$36,589,189	$942,280,054	3.88%	$6,075,720

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY 2016 QUARTERLY DETAILED ANALYSIS

NEVADA DEPARTMENT OF ADMINISTRATION

Monday, August 15, 2016

		FY2016 QTR1				FY2016 QTR2				FY2016 QTR3				FY2016 QTR4				FY2016 QTR1-QTR4		
Agency Code	Department	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2015 - Q1	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2015 - Q2	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2015 - Q3	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Accrued Comp versus FY2015 - Q4	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)
01	GOVERNOR'S OFFICE	$3,402	$1,179,774	0.29%	$3,402	$0	$1,243,548	0.00%	$0	$0	$1,463,034	0.00%	$0	$0	$1,413,605	0.00%	$0	$3,402	$5,299,962	0.06%
02	LIEUTENANT GOVERNOR'S OFFICE	$0	$77,516	0.00%	$0	$0	$71,963	0.00%	$0	$0	$83,219	0.00%	$0	$0	$84,781	0.00%	$0	$0	$317,479	0.00%
03	ATTORNEY GENERAL'S OFFICE	$14,773	$5,802,272	0.25%	$2,218	$9,307	$5,656,821	0.16%	$1,681	$15,862	$6,653,533	0.24%	$9,385	$14,418	$6,674,069	0.22%	$3,712	$54,361	$24,786,694	0.22%
04	SECRETARY OF STATE'S OFFICE	$4,804	$1,469,013	0.33%	$57	$2,997	$1,339,460	0.22%	($2,240)	$6,882	$1,563,376	0.44%	$5,596	$16,049	$1,599,108	1.00%	$12,498	$30,732	$5,970,957	0.51%
05	TREASURER'S OFFICE	$3,167	$547,544	0.58%	($2,301)	$7,358	$541,122	1.36%	$282	$3,472	$612,037	0.57%	$1,779	$818	$641,344	0.13%	($5,951)	$14,816	$2,342,047	0.63%
06	CONTROLLER'S OFFICE	$5,082	$604,218	0.84%	$4,257	$47,909	$636,909	7.52%	$20,812	$1,809	$691,003	0.26%	$1,234	$4,147	$674,432	0.61%	$393	$58,947	$2,606,562	2.26%
08	DEPARTMENT OF ADMINISTRATION	$67,082	$6,768,893	0.99%	($114,483)	$65,862	$6,431,698	1.02%	($305,485)	$82,188	$7,597,491	1.08%	($19,955)	$90,603	$7,574,472	1.20%	$3,168	$305,735	$28,372,554	1.08%
09	JUDICIAL BRANCH	$2,905	$6,712,541	0.04%	($5,122)	$1,289	$7,021,051	0.02%	($7,303)	$801	$6,982,491	0.01%	($1,478)	$2,653	$7,459,576	0.04%	$172	$7,648	$28,175,659	0.03%
10	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	$4,291	$1,442,995	0.30%	($7,034)	$3,841	$1,367,856	0.28%	($6,628)	$4,173	$1,593,394	0.26%	($252)	$6,394	$1,532,838	0.42%	$1,079	$18,700	$5,937,083	0.31%
12	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	$0	$726,689	0.00%	($574)	$0	$680,688	0.00%	$0	$0	$785,892	0.00%	$0	$0	$820,136	0.00%	$0	$0	$3,013,406	0.00%
13	DEPARTMENT OF TAXATION	$11,238	$3,615,208	0.31%	($2,897)	$22,979	$3,511,857	0.65%	$8,555	$42,872	$4,269,001	1.00%	$34,464	$33,631	$4,313,371	0.78%	$9,180	$110,719	$15,709,436	0.70%
15	COMMISSION ON ETHICS	$0	$104,025	0.00%	$0	$0	$84,631	0.00%	$0	$0	$109,217	0.00%	$0	$0	$110,874	0.00%	$0	$0	$408,748	0.00%
22	JUDICIAL DISCIPLINE COMMISSION	$0	$67,613	0.00%	$0	$0	$88,065	0.00%	$0	$0	$110,225	0.00%	$0	$0	$107,734	0.00%	$0	$0	$373,637	0.00%
23	COMMISSION ON PEACE OFFICERS STANDARDS & TRAINING	$913	$175,569	0.52%	($3,776)	$849	$193,818	0.44%	($1,545)	$467	$245,642	0.19%	($3,260)	$410	$250,809	0.16%	($1,070)	$2,639	$865,837	0.30%
24	OFFICE OF VETERANS SERVICES	$132,354	$2,370,361	5.58%	($106,193)	$189,278	$2,365,498	8.00%	($22,487)	$182,864	$2,769,174	6.60%	$22,031	$225,700	$2,723,229	8.29%	$111,955	$730,197	$10,228,262	7.14%
30	DEPARTMENT OF EDUCATION	$19,112	$2,057,735	0.93%	($18,387)	$22,119	$2,033,765	1.09%	$11,627	$13,929	$2,478,455	0.56%	$10,190	$21,819	$2,548,539	0.86%	$13,052	$76,979	$9,118,495	0.84%
31	STATE PUBLIC CHARTER SCHOOL AUTHORITY	$1,034	$159,751	0.65%	($479)	$0	$145,589	0.00%	$0	$2,324	$188,901	1.23%	$2,324	$8,749	$221,086	3.96%	$8,749	$12,107	$715,327	1.69%
36	COMMISSION ON POSTSECONDARY EDUCATION	$2,155	$51,631	4.17%	$2,155	$425	$51,295	0.83%	$425	$0	$59,349	0.00%	$0	$75	$43,007	0.18%	$75	$2,656	$205,282	1.29%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$1,841,064	$63,201,263	2.91%	$88,185	$2,519,745	$61,988,167	4.06%	$649,925	$2,872,765	$71,498,640	4.02%	$810,200	$1,989,682	$70,270,198	2.83%	($361,616)	$9,223,255	$266,958,268	3.45%
43	ADJUTANT GENERAL	$76,966	$1,406,050	5.47%	$5,512	$55,561	$1,221,790	4.55%	$7,368	$39,831	$1,481,151	2.69%	($14,633)	$60,772	$1,459,232	4.16%	$829	$233,129	$5,568,223	4.19%
44	DEPARTMENT OF CORRECTIONS	$2,488,761	$33,099,876	7.52%	$617,367	$2,964,703	$32,093,285	9.24%	$884,568	$2,764,661	$36,690,350	7.54%	$987,846	$2,734,591	$36,023,196	7.59%	$847,300	$10,952,715	$137,906,707	7.94%
50	COMMISSION ON MINERAL RESOURCES	$11,135	$195,329	5.70%	($4,511)	$2,347	$171,106	1.37%	$1,610	$5,612	$203,832	2.75%	$4,955	$14,006	$229,103	6.11%	$3,277	$33,100	$799,370	4.14%
55	DEPARTMENT OF AGRICULTURE	$24,892	$1,666,687	1.49%	($10,117)	$24,804	$1,553,936	1.60%	$1,592	$29,816	$1,829,834	1.63%	($2,922)	$36,942	$1,817,900	2.03%	$18,048	$116,454	$6,868,356	1.70%
58	PUBLIC UTILITIES COMMISSION	$0	$1,691,836	0.00%	$0	$0	$1,607,963	0.00%	$0	$0	$1,866,976	0.00%	$0	$0	$1,815,568	0.00%	$0	$0	$6,982,343	0.00%
61	GAMING CONTROL BOARD	$114,079	$5,733,098	1.99%	$2,181	$131,703	$5,555,195	2.37%	$29,284	$89,556	$6,411,362	1.40%	($10,465)	$102,942	$6,341,457	1.62%	($3,201)	$438,279	$24,041,111	1.82%
65	DEPARTMENT OF PUBLIC SAFETY	$1,673,398	$19,168,432	8.73%	$235,697	$1,573,020	$18,257,194	8.62%	$115,673	$1,465,899	$20,896,593	7.02%	$136,876	$1,787,266	$21,059,672	8.49%	$152,586	$6,499,583	$79,381,892	8.19%
69	COLORADO RIVER COMMISSION	$1,665	$599,832	0.28%	($424)	$6,123	$584,265	1.05%	$4,241	$450	$722,119	0.06%	($634)	$2,438	$730,788	0.33%	($2,460)	$10,676	$2,637,004	0.40%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	$1,259,179	$10,034,433	12.55%	$329,224	$74,390	$8,124,065	0.92%	($41,955)	$56,976	$9,141,406	0.62%	($37,864)	$373,676	$9,823,392	3.80%	($31,044)	$1,764,221	$37,123,297	4.75%
72	DEPARTMENT OF WILDLIFE	$97,872	$3,386,661	2.89%	$22,587	$67,919	$3,118,081	2.18%	$9,774	$66,696	$3,568,550	1.87%	$9,539	$79,899	$3,682,990	2.17%	$24,152	$312,386	$13,756,282	2.27%
74	DEPARTMENT OF BUSINESS AND INDUSTRY	$60,433	$7,921,810	0.76%	($20,240)	$67,592	$7,690,631	0.88%	($32,030)	$44,394	$8,986,201	0.49%	($3,116)	$50,471	$8,829,403	0.57%	($31,545)	$222,891	$33,428,044	0.67%
80	DEPARTMENT OF TRANSPORTATION	$856,346	$23,250,451	3.68%	($155,511)	$1,135,923	$22,965,710	4.95%	$322,997	$1,218,228	$22,728,784	5.36%	$566,439	$1,146,733	$22,988,126	4.99%	$320,621	$4,357,229	$91,933,071	4.74%
81	DEPARTMENT OF MOTOR VEHICLES	$91,963	$11,684,348	0.79%	($9,877)	$77,302	$11,082,181	0.70%	$10,320	$92,915	$13,071,604	0.71%	($56,645)	$107,749	$12,878,011	0.84%	$5,376	$369,930	$48,716,145	0.76%
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	$179,793	$9,929,619	1.81%	($59,774)	$65,977	$9,826,096	0.67%	($45,992)	$202,991	$9,768,793	2.08%	$58,988	$167,963	$9,707,925	1.73%	$49,089	$616,725	$39,232,433	1.57%
92	DEFERRED COMPENSATION	$0	$15,100	0.00%	$0	$0	$19,266	0.00%	$0	$0	$22,048	0.00%	$0	$0	$22,371	0.00%	$0	$0	$78,785	0.00%
95	PUBLIC EMPLOYEES' BENEFITS PROGRAM	$0	$361,563	0.00%	($177)	$0	$354,861	0.00%	$0	$0	$425,081	0.00%	$0	$0	$421,982	0.00%	($708)	$0	$1,563,487	0.00%
96	SILVER STATE HEALTH INSURANCE EXCHANGE	$0	$201,765	0.00%	$0	$3,867	$225,278	1.72%	$3,867	$2,866	$202,779	1.41%	$2,866	$2,244	$227,987	0.98%	$2,244	$8,978	$857,809	1.05%
	STATEWIDE TOTALS:	**$9,049,862**	**$227,481,499**	**3.98%**	**$790,965**	**$9,145,189**	**$219,904,702**	**4.16%**	**$1,618,937**	**$9,311,299**	**$247,771,540**	**3.76%**	**$2,513,489**	**$9,082,841**	**$247,122,310**	**3.68%**	**$1,152,332**	**$36,589,191**	**$942,280,052**	**3.88%**

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FY2016 COMPARATIVE QUARTERLY ANALYSIS vs FY2015

NEVADA DEPARTMENT OF ADMINISTRATION

Monday, August 15, 2016

FY2016 - QTR1

Greatest increases in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR1
44	DEPARTMENT OF CORRECTIONS	$617,367
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	$329,224
65	DEPARTMENT OF PUBLIC SAFETY	$235,697
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$88,185
72	DEPARTMENT OF WILDLIFE	$22,587

Greatest reductions in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR1
80	DEPARTMENT OF TRANSPORTATION	($155,511)
08	DEPARTMENT OF ADMINISTRATION	($114,483)
24	OFFICE OF VETERANS SERVICES	($106,193)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	($59,774)
74	DEPARTMENT OF BUSINESS AND INDUSTRY	($20,240)

FY2016 - QTR2

Greatest increases in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR2
44	DEPARTMENT OF CORRECTIONS	$884,568
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$649,925
80	DEPARTMENT OF TRANSPORTATION	$322,997
65	DEPARTMENT OF PUBLIC SAFETY	$115,673
61	GAMING CONTROL BOARD	$29,284

Greatest reductions in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR2
08	DEPARTMENT OF ADMINISTRATION	($305,485)
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	($45,992)
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	($41,955)
74	DEPARTMENT OF BUSINESS AND INDUSTRY	($32,030)
24	OFFICE OF VETERANS SERVICES	($22,487)

FY2016 - QTR3

Greatest increases in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR3
44	DEPARTMENT OF CORRECTIONS	$987,846
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$810,200
80	DEPARTMENT OF TRANSPORTATION	$566,439
65	DEPARTMENT OF PUBLIC SAFETY	$136,876
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	$58,988

Greatest reductions in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR3
81	DEPARTMENT OF MOTOR VEHICLES	($56,645)
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	($37,864)
08	DEPARTMENT OF ADMINISTRATION	($19,955)
43	ADJUTANT GENERAL	($14,633)
61	GAMING CONTROL BOARD	($10,465)

FY2016 - QTR4

Greatest increases in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR4
44	DEPARTMENT OF CORRECTIONS	$847,300
80	DEPARTMENT OF TRANSPORTATION	$320,621
65	DEPARTMENT OF PUBLIC SAFETY	$152,586
24	OFFICE OF VETERANS SERVICES	$111,955
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	$49,089

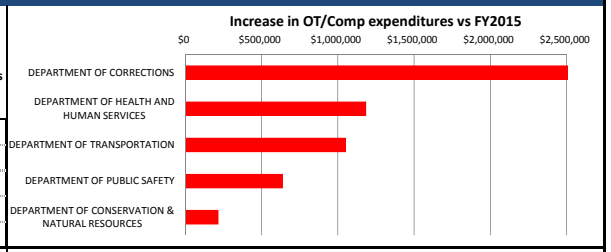
Greatest reductions in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR4
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	($361,616)
74	DEPARTMENT OF BUSINESS & INDUSTRY	($31,545)
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	($31,044)
05	TREASURER'S OFFICE	($5,951)
61	GAMING CONTROL BOARD	($3,201)

FY2016 YEAR-TO-DATE (Q1-Q4) TOTALS

Greatest increases in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR1
44	DEPARTMENT OF CORRECTIONS	$3,337,081
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	$1,186,693
80	DEPARTMENT OF TRANSPORTATION	$1,054,546
65	DEPARTMENT OF PUBLIC SAFETY	$640,831
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	$218,361



Greatest reductions in OT/Comp expenditures vs FY2015

Agency Code	Department	Difference in OT Pay/Accrued Comp vs FY2015 QTR1
08	DEPARTMENT OF ADMINISTRATION	($436,755)
74	DEPARTMENT OF BUISINESS & INDUSTRY	($86,931)
81	DEPARTMENT OF MOTOR VEHICLES	($50,826)
09	JUDICIAL BRANCH	($13,731)
10	DEPARTMENT OF TOURISM & CULTURAL AFFAIRS	($12,834)