

Governor Brian Sandoval  
Chairman

James R. Wells, CPA  
Clerk of the Board



Attorney General Adam Paul Laxalt  
Member

Secretary of State Barbara K. Cegavske  
Member

**STATE OF NEVADA  
BOARD OF EXAMINERS**

209 E. Musser Street, Room 200 / Carson City, NV 89701-4298  
Phone: (775) 684-0222 / Fax: (775) 684-0260  
<http://budget.nv.gov/Meetings>

**PUBLIC MEETING NOTICE AND AGENDA**

**Date and Time:** March 14, 2017, 10:00 AM

**Location:** Old Assembly Chambers of the Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Video Conference Location:** Grant Sawyer Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

**AGENDA**

- 1. Call to Order / Roll Call**
- 2. Public Comment** ( No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)
- 3. Approval of the February 14, 2017 Minutes** (For possible action)
- 4. State Vehicle Purchases** (For possible action)

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:
Nevada Department of Wildlife	1	\$28,676
<b>Total</b>	<b>1</b>	<b>\$28,676</b>

**5. Request Reimbursement from the Statutory Contingency Account (For possible action)**

Pursuant to NRS 293.253(6), the Secretary of State requests \$279,588.17 from the Statutory Contingency Account to reimburse county clerks for the cost of publication for statewide ballot measures from the 2016 general election.

**6. Approval to Pay Stale Claim (For possible action)**

Pursuant to NRS 353.097, subsection 4, a stale claim must be approved for payment from the State Claims Account by the State Board of Examiners. The Board has authorized the Clerk to approve state claims under \$50,000 on behalf of the Board. The following Stale Claims are being submitted to the Board of Examiners for approval:

**Department of Education**

The department requests approval to pay \$166,312.14 from the School Remediation Trust Account for a 2016 accounts payable for the rural English Language Learner program to the Lyon County School District.

**7. Approval of Payment For The Cash Management Improvement Act (For possible action)**

The State Controller requests approval of payment to the U.S. Treasury in an amount not to exceed \$21,526 from the General Fund. This is the highest possible payable liability for 2016. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16<sup>th</sup>. Payment to the U.S. Treasury is required by March 31<sup>st</sup>.

**8. Authorization to Approve a Provider Agreement (For possible action)**

**Department Health and Human Services – Division of Child and Family Services**

The division is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement with providers of:

- Emergency Shelter Care

**9. Authorization to Contract With a Current and / or Former Employee**  
**(For possible action)**

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

Pursuant to NRS 333.705, subsection 1, the division requests approval to contract with former employee, Michelle McGuire, to administer Autism therapy for the division's Autism Treatment Assistance Program and the Nevada Early Intervention Services program. Ms. McGuire is anticipated to work approximately 20 hours per week through June 30, 2018.

**B. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with former employee Mr. Hossein Hatefi who is employed by Stantec Consulting Services, Inc. Stantec is proposing using Mr. Hatefi as a bridge inspector and trainer for NDOT Agreement P085-16-011.

**10. Request to Write Off Bad Debt** **(For possible action)**

**A. Business and Industry, Division of Industrial Relations - \$860,027.67**

Pursuant to NRS 232.605(2), the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts as they have been determined to be uncollectible:

- Mechanical Section Fees/Fines - \$400
- Occupational Safety and Health Administration Fines/Penalties - \$403,870.53
- Uninsured Employer Claim Account - \$238,484.22
- Workers' Compensation Administrative Fines and Premium Penalties - \$217,272.92

**B. Nevada Gaming Control Board – Nevada Gaming Commission - \$8,956.39**

Pursuant to NRS 463.123(2), the Nevada Gaming Control Board requests the approval to remove \$8,956.39 in delinquent debt from the Nevada Gaming Commission's records.

**11. Request to Exchange Land** (For possible action)

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

**Department of Conservation and Natural Resources Division of State Lands**

The Department of Conservation and Natural Resources, Division of State Lands, proposes to exchange 62 acres of State of Nevada land located in Elko County near the Nevada Youth Training Center (NYTC) with 62 acres of private owned land immediately adjacent to the NYTC. The private landowner would also pay \$125,000 for the difference in land value as determined by an independent appraisal per NRS 323.100.

**12. Victims of Crime Fiscal Year 2017 2<sup>nd</sup> Quarter Report and Fiscal Year 2017 3<sup>rd</sup> Quarter Recommendation** (For possible action)

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 2nd quarter fiscal year 2017 Victims of Crime Program report states all approved claims were resolved totaling \$2,589,715.36 with \$1,106,675.62 paid out of the Victims of Crime Program account and \$1,483,039.74 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$14.4 million to help defray crime victims' medical costs.

Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 3rd quarter of FY 2017.

**13. Leases** (For possible action)

**14. Contracts** (For possible action)

**15. Master Service Agreements** (For possible action)

## **16. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, 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 January 25, 2017 through February 21, 2017.

## **17. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, 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 which were inadvertently excluded from previous BOE meeting agendas that were approved November 28, 2016 through January 21, 2017.

## **18. Information Item – Report**

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

Pursuant to NRS 321.5954, the Department of Conservation and Natural Resources, Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 2<sup>nd</sup> quarter of fiscal year 2017.

#### Additional Information:

- **1989 Tahoe Basin Act**  
There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**  
The agency reports that there were no acquisitions of land or interest during the quarter.

**19. Public Comment** ( No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

**20. Adjournment** (For possible action)

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body may place reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint.

We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov). Supporting materials for this meeting are available at: 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov)

**Agenda Posted at the Following Locations:**

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101

Notice of this meeting was posted on the Internet: <http://budget.nv.gov/Meetings/> and <https://notice.nv.gov>

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*Chairman*

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## STATE OF NEVADA BOARD OF EXAMINERS

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### MINUTES

**Date and Time:** February 14, 2017, 10:00 AM

**Location:** Old Assembly Chambers of the Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Video Conference Location:** Grant Sawyer Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

#### MEMBERS PRESENT:

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

#### MEMBER EXCUSED:

Secretary of State Barbara Cegavske

#### OTHERS PRESENT:

Rudy Malfabon, Director, Department of Transportation  
Dennis Gallagher, Deputy Attorney General, Department of Transportation  
Brett Kandt, Chief Deputy Attorney General, Attorney General's Office  
Jeff Haag, Division Administrator, Purchasing Division  
Reesha Powell, Deputy Division Administrator, Division of Child and Family Services  
Damon Haycock, Executive Officer, Public Employee Benefits Program  
Ed Epperson, CEO, Carson-Tahoe Health  
Joan Hall, CEO, Nevada Rural Hospital Partners  
Helen Lidholm, CEO, St. Mary's Medical Group  
Ty Windfeldt, CEO, Hometown Health  
Alan Olive, CEO, Northern Nevada Medical Center

**1. Call to Order / Roll Call**

Governor Sandoval called the meeting to order. He noted that Secretary of State Cegavske would not be attending the meeting.

**2. Public Comment** ( No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

There was no public comment.

**3. Approval of the December 19, 2016 and January 10, 2017 Minutes**  
(For possible action)

The Attorney General moved for approval of the December 19, 2016 and January 10, 2017 Meeting minutes. Governor Sandoval seconded the motion. The motion passed unanimously.

**4. State Vehicle Purchases** (For possible action)

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Administration – Fleet Services Division	13	\$315,645
Department of Conservation and Natural Resources – Division of Environmental Protection, Bureau of Waste Management	1	\$29,892
Division of Minerals	1	\$30,052
<b>Total</b>	<b>15</b>	<b>\$375,589</b>

Mr. Wells explained this item is a request for 15 vehicles. The first item is a request from Fleet Management to replace 12 vehicles that have met the age and mileage replacement thresholds. All but two of the vehicles are leased to individual agencies and are not part of the daily fleet rental. The other two vehicles are part of the daily rental fleet, one is in Carson City and the other one in Las Vegas. All vehicles were included in the respective agencies’ legislatively approved budgets. The last vehicle on the list was totaled in an accident.

The second item is from the Department of Conservation and Natural Resources, Division of Environmental Protection to replace a vehicle that has become too costly to



repair. Funding for this vehicle will come from reserves in the Hazardous Waste Management Account.

The third item is a request from the Division of Minerals to replace one vehicle that was totaled in an accident. The funds for this vehicle are coming from agency reserves.

Governor Sandoval asked if these requests were all part of the regular budget. Mr. Wells confirmed and added, other than the ones that have been replaced for vehicle accidents. Governor Sandoval asked if all vehicles have exhausted their useful life. Mr. Wells confirmed and added that all vehicles have met either the age or mileage for replacement or have become too costly to repair.

The Attorney General moved for approval of the state vehicle purchases. Governor Sandoval seconded the motion. The motion passed 2-0.

## **5. Approval to Pay a Cash Settlement (For possible action)**

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.

### **Department of Transportation (NDOT) – Administration - \$1,333,000**

The department requests settlement approval in the total amount of \$1,333,000 to fully resolve an eminent domain action to acquire 1.5 acres of real property owned by the Robarts 1981 Trust, located at 515 and 701 Desert Lane and 700 S. Martin Luther King Boulevard in Las Vegas for Project NEON. NDOT previously deposited \$4,517,000 with the Court for a right of occupancy. NDOT now requests an additional \$1,333,000 to resolve the action. Approval of the additional amount of \$1,333,000 would bring the total to \$5,850,000.

Mr. Wells stated agenda item 5 is requesting approval for a cash settlement from the Department of Transportation in the amount of \$1,333,000 to fully resolve an eminent domain action to acquire 1.5 acres of real property for Project NEON. Approval of the additional amount would bring the total settlement to \$5,850,000.

Director Malfabon stated that this settlement is related to Project NEON which is the large reconstruction project near I-15. He went on to say that NDOT has acquired about 1.5 acres which had two apartment buildings on site. NDOT initially offered the landowner approximately \$4.5 million for the property and requesting settlement authority for an additional \$1,333,000, for a total amount of \$5,850,000 to resolve this case.

Director Malfabon stated, *what happened Governor and Board Members is they had actually filed an inverse case against us saying that NDOT was affecting their property, even before we started the process of taking their property. We got through that.*

*Eventually, we got to the point of them making an offer, saying their property is worth \$10 million. We thought that was kind of inflated.*

*We believe that this is a fair settlement for the additional \$1,333,000 above the amount that's already been deposited with the Court. Our Chief Deputy Attorney General, Dennis Gallagher is here to respond to any questions from the Board as far as the legal issues associated with this case. Again, I wanted to point out that we needed the property. We believe it's a fair settlement for the property and it addresses all the risks associated with this case. Should we go to court, typically the jury can be more sympathetic to the property owner. Here we have NDOT taking these apartment buildings and kind of upsetting their business there. So, I think it is in the best interest of the taxpayers.*

Mr. Dennis Gallagher noted that the settlement is fair, just and equitable to both the property owner, as well as the taxpayers. The exposure, in this case, was well over \$10 million. It would've cost the State at least \$30,000 to try it. If the jury split the values of the property between the State and the property owner, the value would have been about \$7.2 million plus costs and interest, which would have taken it over \$7.5 million. This settlement is in the best interest of the State.

Governor Sandoval asked for clarification for the record as this is an all-in settlement of about \$5.85 million. Mr. Gallagher said yes. Governor Sandoval asked for confirmation that it was noted to be \$30,000 to try this case. Mr. Gallagher noted that amount would be just for experts. The case would have been tried in house by the AG's Office from start to finish. Governor Sandoval asked what would've been the anticipated fees and costs for the other side. Mr. Gallagher noted, with their experts, they would have incurred fees of over \$50,000 through trial. Governor Sandoval asked with the demand made on the other side, is the settlement several million dollars below that. Mr. Gallagher said yes.

*Governor Sandoval stated, you cannot really put a dollar amount on it but there are the opportunity costs in terms of getting this project done. And, I will say this, in my other responsibility as Chairman of the Transportation Board, which we just met yesterday, at least historically we were constantly in protractive litigation and you had the uncertainty of litigation and the uncertainty of the exposure. This allows the project to move forward and as you reported yesterday, Project NEON is on time, on schedule and on budget. Those are all good things. I want to complement your office and who is responsible for managing this litigation to find a reasonable place where we can settle these cases. As you said, it's important. We have to give the landowners the fair value for their property but at the same time, we have to be good stewards of taxpayer money and so we can't overpay. Always trying to thread that needle is a challenge. I think you've done that in this case.*

The Attorney General made a motion to approve the payment of a cash settlement in the sum of \$1,333,000. Governor Sandoval seconded the motion. The motion passed unanimously.

## 6. **Authorization to Approve a Provider Agreement** (For possible action)

### **Department Health and Human Services – Division of Child and Family Services**

The division is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement with providers of:

- Advanced Foster Care
- Youth Parole foster homes

Mr. Wells explained that item 6 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 for advanced foster care and youth parole foster homes. This new agreement replaces the current Specialized Foster Care provider agreement by removing duplicative regulatory language and language that did not support revised Advance Foster Care Program policies and procedures. In addition, it adds language approved in the 2015 legislative session to support the Advance Foster Care Program and the System of Care grant best practices.

Governor Sandoval had no questions but stated, *some of you have been in these meetings before where we have approved these but these are incredibly important in terms of efficiency. Historically, we would have to wait for BOE approval for these types of agreements, time after time. In the meantime, the client and in this case, foster care for kids and youth parole foster homes would not be able to accept their clients. This is something that really improves the delivery of care for these populations and it is very important in terms of making sure that we get service at the earliest possible moment to this population.*

The Attorney General moved to approve the provider agreement presented in agenda item number 6. Governor Sandoval seconded the motion. The motion passed unanimously.

## 7. **Approval of Contract for Services of Independent Contractor Form** (For possible action)

The Purchasing Division is requesting Board of Examiners' approval of the following contract forms for use by officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of state government:

- Contract for Services of Independent Contractor for Less Than \$50,000 (Short)
- Contract for Services of Independent Contractor (Standard)

Mr. Wells explained that agenda item 7 is a request for the Board to approve new Independent Contractor Forms. The current independent contractor form supports the contract summaries that are provided in the Board's BOE packets were last updated

October 2011. The Purchasing Division and the Office of the Attorney General are proposing two templates going forward, one for contracts under \$50,000 which are generally approved by the Clerk of the Board and will be further known as the Short Form. Contracts for over \$50,000, which must be approved by the Board of Examiners, will be known as the Standard Form. Should these changes be approved by the Board today, we will send out an all-agency memorandum notifying agencies of the new form and the date upon which mandatory use of the revised form will be required.

Governor Sandoval asked for a brief record about what is trying to be accomplished. He also complemented both Brett Kandt and Jeff Haag for their time. He noted, *again, this is in the name of efficiency. Particularly on those contracts that are \$50,000 or less, which will enable us and those who are contracting with the State, to have as the basic of a legal agreement that you can have. It's something that can get approved administratively through the BOE process. I think this again is going to help in terms of efficiency and understanding as we move forward with the contracts in the future.*

Brett Kandt, Chief Deputy Attorney, Attorney General's Office, explained that since the State contracts for millions of dollars in services each year, it is important that the contract form contains all the terms and conditions necessary to ensure contractor performance and to protect the State. It is also important that contract form undergoes periodic review and revision. In addition, state agencies have long requested a short-form for contracts under \$50,000. Mr. Kandt went on to say that in the process of revising the Standard Form, a Short Form was created. Although, it is important to note that the dollar amount of a contract doesn't necessarily correlate to the potential risk or liability that can inure to the State in the event of a contractor's breach or error or misconduct. He added that he is confident after this comprehensive review and revision process that these form contracts protect the State and taxpayer dollars to the greatest extent possible.

Jeff Haag, Administrator, Purchasing Division, noted that the intent of this contract is to expedite the contracting process and negotiations. As this form is made available to state agencies, they will be asking agencies to provide feedback. Not only for the practical application of the form but from the vendors that the State is doing business with to ensure that efficiencies actually being gained. Mr. Haag thanked Mr. Kandt and Jeff Manachuchi from the Attorney General's Office. He noted, that they were tremendous partners throughout this process. Governor Sandoval noted, sometimes in the individual negotiations, it will state that the party has requested a modification or the striking of a provision of the contract. He asked, will it be clear that this is the contract and there will not be any changes to these new forms. He went on to say that it defeats the purpose if we allow for changes and modifications moving forward. Mr. Kandt confirmed and noted that these forms have been carefully crafted. They have all the essential terms and conditions necessary to protect the State. Contractors need to understand that if they are proposing to contract with the State, these are the terms and conditions that are going to govern that contract and that they need to agree to.

Governor Sandoval said that, *in other words, if you have a vendor or a provider of service, it's take it or leave it. This is the State's contract. You either like it and sign it*

or don't contract with the State. Mr. Kandt confirmed and added, essentially that's what we expect.

Governor Sandoval stated, *in all fairness and I don't want to sound overbearing here, but this is a pretty standard contract with boilerplate provisions. It is not so onerous that I would think that it would be objectionable by a private party who is entering into a contract with the State.* Mr. Kandt agreed and added, it's not onerous and once again, we're talking about the expenditure of taxpayer dollars and we have an obligation and responsibility to ensure that those tax dollars are protected and that these services that we contract for are provided as expected.

The Attorney General moved to approve the contract for the form of the contract for services for independent contractors. Governor Sandoval seconded the motion. The motion passed unanimously.

## **8. Authorization to Contract With a Current and / or Former Employee** **(For possible action)**

### **A. Department of Administration – Nevada State Library, Archives and Public Records**

Pursuant to NRS 333.705, subsection 1, the division requests to contract with former employee, Roberta DeBuff, through a contract with Manpower. The contract will be effective on the date of BOE approval (anticipated to be February 14, 2017) through June 30, 2017.

### **B. Office of the Military –**

Pursuant to NRS 333.705, subsection 1, the office requests authority to contract with former state military security employees through AlliedBarton Security Services who has a Master Services Agreement with the State. It is anticipated that these employees will be employed by AlliedBarton effective March 1, 2017.

Mr. Wells said agenda 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 Department of Administration, State Library, Archives and Public Records Division, to contract with a former Librarian to provide training to new staff on management of federal grant programs as well as a sub-grant program and other library development activities. This request is based on two of the three employees in the Library Development program leaving since last August. The contract is from today's approval through June 30, 2017 for approximately eight hours a week at a rate of \$40.00 per hour.

The second request is from the Office of the Military to contract with up to 32 former state Military Security Officers through Allied Barton Security Services. This is a result of a review of the Master Cooperative Agreement with the federal government and the identified need to change the security staffing for the agency's facilities. The use of private security forces will allow for expanded coverage at the agency's facilities. This

request is subject to the approval of an emergency work program for implementation. The contract provides for an hourly rate of \$26.24 per hour and will be effective March 1, 2017.

The Attorney General moved to approve the authorization to contract with a current and/or former employee. Governor Sandoval seconded the motion. The motion passed unanimously.

## **9. Leases** (For possible action)

Mr. Wells explained, there are six leases in agenda item 9 for approval by the Board and no additional information has been requested by any of the members.

The Attorney General moved to approve the leases as described in agenda item number 9. Governor Sandoval seconded the motion. The motion passed unanimously.

## **10. Contracts** (For possible action)

Mr. Wells explained that there are 39 contracts in agenda item 10 for approval by the Board. Members have requested additional information on the following: Contract Number 16 between the Department of Health and Human Services Division of Child and Family Services and the University of Nevada, Las Vegas. Contracts 36 and 37 between the Public Employees' Benefits Program and Health Plan of Nevada and Hometown Health Plan, Inc.

Governor Sandoval said that he completely supports contract 16 but he thinks it is important to discuss why. He noted the relevance to the pipeline for social workers in the State of Nevada, which connects, obviously, to the social workers in schools and the shortage of mental health care providers in the State.

Reesha Powell, Deputy Administrator, Division of Child and Family Services, agreed and added, *we contract with both the University of Nevada, Las Vegas, as well as the University of Nevada, Reno, which I believe that will be coming forward next month or during the next BOE session. We partner with them and they provide initial child welfare training for all of our social workers in both the Division of Child and Family Services and our County partners. Department of Family Services in Clark County and Department of Social Services in Washoe County. Then they also do some advanced training for our staff, as well as through the University of Nevada, Reno, we have a stipend program that encourages new social workers to join the Division of Child and Family Services.*

Governor Sandoval noted the contract is for \$5.5 million dollars. He asked, *can you go a little bit deeper in terms of what it means in the real world, in terms of those that are participating and the type of training they get and the number of individuals in the program?* Ms. Powell noted the number of participating individuals would be difficult to answer. Ms. Powell explained *this particular contract is for the University of Nevada, Las Vegas. They have approximately 900 staff. It would be all the new staff that they*

*train because of, unfortunately, the field that child welfare is, there is a lot of turnover. The average social worker lasts about 18 months. So, every 18 months, new people need to be trained in the field of child welfare.*

*Ms. Powell further explained these contracts provide that initial training. It's a 10-week class. Five weeks in the classroom and then five weeks on the job training. Then after that, they also do over the next year as well, the social work staff, they provide some advanced training like motivational interviewing and working with children. Also, the lesbian, gay, bisexual, transgender training, which is good. We're also trying in this contract to do a more online learning. We have not had that opportunity before with our current system and with the wave of technology, we're finding that this may be a better way to reach more staff and get them more fully involved in the training program.*

Governor Sandoval said one thing that peaked his curiosity was that you said they only last 18 months. He asked, *have you diagnosed the issue and determined why this is happening.* Ms. Powell explained that there are studies that show that 18 months is about the average rate. Ms. Powell went on to say *that in Nevada, we are constantly looking at it for the Division of Child and Family Services. We have looked at it whether it be a pay difference between the County agencies and DCFS. Some of our communities, at least for DCFS are very rural and there's just not the professional staff out there to do these jobs, so it's constantly turning over.*

The Governor asked for contracts 36 and 37 to be heard.

Damon Haycock, Executive Officer, Public Employees Benefits Program, explained that contracts 36 and 37 are two separate contracts for Health Maintenance Organization (HMO) plans for the State of Nevada. The Hometown Health Plan, is for \$347 million dollar contract over a four-year period, beginning July 1, 2017. The second contract is for \$231 million dollars for Health Plan of Nevada which is also a four-year contract. Mr. Haycock went on to say *they are two regional HMO Providers, providing these services. They are incumbents. We have had these contracts in the past with them and the Evaluation Committee did approve them again.*

*Traditionally, PEBP has provided a single Health Maintenance Organization plan in Northern Nevada and again in Southern Nevada, but those plans were not the same as far as plan benefit design. We had folks coming to us, repeatedly to our Board, to our staff, to other entities and agencies asking for a similar plan benefit design as we are part of the overall compensation package for employees and retirees of the State and those local jurisdictions that we support.*

*Therefore, our PEBP Board, back in June of last year, approved a single statewide plan benefit design to be implemented in a request for proposal so we could address that issue. That is the preferred plan benefit design. We are going to call it the Standard Design because it's simpler to remember. Then we also built into that design a couple of key features that weren't available across the State for everybody.*

*One of those, and it's been a bone of contention, is an open access model. In Northern Nevada, we have traditionally had the ability for members to bypass a primary care physician and schedule an appointment directly with a specialist, so they don't require that PCP referral. However, in Southern Nevada, as a cost containment control, there has been that PCP referral requirement and this has fixed that problem and created that equality amongst members across the State. There's that issue and then secondly, some of the co-pays and some of the pharmacy costs have increased to try to offset the ever-increasing costs of healthcare and their increasing risk pools that they have for the remaining participants.*

*Alongside that standard plan, we're going to be offering an alternate plan design. This alternate plan design is designed to not replace the standard design but give a second option to people in specific service areas where it will be offered as kind of a buy-down plan, a lesser monthly premium cost plan. It has some lower copays in primary care visits and specialist visits but increased costs for emergency rooms and outpatient surgeries and inpatient hospital stays, as again, trying to get that rate down. As well as, a closed access model. In that model, it's similar to what is in Southern Nevada today, which is you have to see a primary care physician before you see a specialist.*

*Now, one of the key issues or key circumstances with this alternate plan design is although it will be offered in the same exact counties in Southern Nevada that the current standard design will be offered, the alternate design in Northern Nevada will be at a reduced service area level. The reason is to get the plan equal to be North and South, the same plan benefit design. Again, trying to ensure that equality and that parity. The two companies that we have contracted with, the two health plans, needed to be able to mimic those processes so it would be equal and they both utilize their own owned or contracted providers. Therefore, to reduce the markup and the profit as you continue to outsource along the supply chain of healthcare. The more they own of that supply chain, the lesser the cost is to everybody.*

*In Northern Nevada, they have a smaller group of service areas because they don't have their own owned doctors out in many of the rural areas. However, when we did an analysis, if hypothetically if everybody—and we don't expect this—but, if everybody moved from the standard plan to the alternate plan, it would still cover 93% of the Northern Nevada rural area. We believe this is a necessary tradeoff to get that rate lowered.*

*Why we talk about the rates is the rates that are proposed in these contracts, when you add the PEBP administrative load, the life insurance premiums, the dental premiums to them, we're anticipating at this moment, somewhere between 7-9% increase to rates on the HMO. We recognize for many participants that's something that they either can't or don't want to afford. Therefore, we negotiated this alternate plan design that's actually going to come in somewhere around 1-3% increase. It provides some relief for a select group of folks that want to participate, which is not required.*

*Of course, as we provide a new plan design, we have to be transparent. We have to share this information collectively and purposefully to all of our participants. We're*



*going to do it in a multitude of ways. If the Board of Examiners approves these contracts today, tomorrow we already have a newsletter that's going to go out to the State that is prepared to discuss the differences in these plans and some of the circumstances. I'm going to go over a little bit of it here just because I think it's important to put it on the record, Governor.*

*One of those is that PEBP recognizes that healthcare is personal and different for everyone. Participants will either have two or three different options next plan year, depending on their location, to meet the needs of themselves and their families. We are not going to have a positive open enrollment which means, we're not going to ask people to come in and purposely select a plan. If they like the plan they're on and they accept the rates they have on that plan, they will be automatically re-enrolled as we have done in the last few years. We're not putting anyone out to have to make those decisions, but if they want to choose a new plan, some of the differences are outlined in this document as the first step of our transparency.*

*The standard plan, again, is offered across the State, similar to current plan and concept, changes to some copays and prescription costs have been updated but they'll, in Southern Nevada, have that open access model, as I mentioned earlier. The alternate plan goes into a little bit more detail here, that it does have some of those higher costs for emergency services and things I mentioned, but also that the primary care physician pool may be reduced in their areas and they may be required to pick a new PCP. They're going to have an opportunity to reach out to PEBP and to the health plan to determine if there are providers in their network to help them make that decision. Also, that participants in Northern Nevada should expect to be referred to the Renown System of Care because that is that supply chain that they're able to provide cost containment strategies. It does affect some folks, especially in Northern Nevada, but we believe it's a necessary tradeoff to get that rate down to that 1-3%.*

*Governor Sandoval asked for clarification, if he is in the standard plan, his cost or the rate is going to go up 7-9% and if he were to go to the alternative plan, it's 1-3%. Mr. Haycock confirmed and added that is the anticipation but that they have not finalized the rates. They are still are going to have that occur at the March 23<sup>rd</sup>, Board Meeting. They may move up or down a little bit based on recent analysis and the cost of our overhead, or if we can get creative.*

*Governor Sandoval stated, before the PEBP Board, this was something that was discussed publicly within the meetings. Everything that you presented today was something that was presented in a public forum before it was adopted. Mr. Haycock confirmed and added, this plan was described in detailed at the January Board Meeting. He went on to say that it was actually teed up back in June when the Board approved the Preferred Plan benefit design and the request for proposal that was released in July where they discussed that they were looking for a statewide plan, but that there would also be an alternate plan available option as well. It was the hope back then that they would get lower rates, so there could be a buy-up plan. It turned out that they needed to activate that option to do a buy-down plan, to produce some of that relief to the membership.*

Governor Sandoval asked, then how many times between that first introduction in June 2016 and now was it something that was discussed in a public meeting. Mr. Haycock explained, *we discussed it in June and I believe in July, but once the RFP was released, we had to keep it confidential through the procurement process per NRS 333 and we—I provided small updates that I could, every opportunity, every Board Meeting, but we really couldn't get into the meat of the negotiations until a letter of award was sent out which was done, I think either the week of or the week before the January Board Meeting.*

Governor Sandoval noted he would use himself as a hypothetical. *If I choose to stay in the standard plan and I live here in Carson City and I have a doctor here in Carson City that is not part of the Hometown Health physician I can continue to see the providers that I've always seen. I can go to Carson-Tahoe Hospital. I'll pay 7-9%, but I will maintain my current personal healthcare group.* Mr. Haycock noted the short answer is yes. *There are a couple of caveats. If your provider leaves the network, decides to move out of state, there are always those issues that people have when their doctors leave them, they don't leave their doctors. But yes, today, the situation does not change for a member on the standard HMO plan.*

Governor Sandoval furthered the hypothetical, *now, let's say I want to save some money. So, I choose to go to the alternative HMO and I live here in Carson. My doctor is not part of that HMO. He/she doesn't belong to Hometown Health, if I choose to do that, I won't be able—or, I guess I could, but I won't be able to get the rights that I'd like or that I had if I choose that alternative plan.* Mr. Haycock explained *if you were to move over from the standard plan to the alternate plan, your rates will go down, somewhat significantly depending on your tier, but you may have to give up your primary care physician if that primary care physician is not on the Renown System of Care. You may be asked to select a new one, which Renown and Hometown Health will reach out to the participant and work with PEBP to help that individual find a primary care physician. It's just done to reduce the rate.*

Governor Sandoval noted he is not being critical but thinks it's important to put this out there. The bottom line is the Hometown Health doesn't have any providers here in Carson City. Mr. Haycock noted he didn't have the total number on hand today. They do have providers, they just don't have every single provider under their Renown System of Care in Carson City moving on to the alternate plan, folks would have to go to basically a Renown owned primary care physician. That's a reduced amount of PCP providers.

Governor Sandoval stated, *you completed your presentation to what the key to all this is and I should know this number but the great majority of state employees are here in Carson City. They have to know and understand that if they choose the alternative plan, they are most likely going to have to travel to Washoe County or Reno and Sparks in order to get their healthcare.* Mr. Haycock explained to receive specialist care, potentially hospital services for sure. *It's my understanding, a couple of primary care physicians in Carson City under the Renown System of Care, so that they won't have to travel for all of their primary care needs to Washoe County. Again, it's a much-*

*reduced amount of folks. Just to give you a level set, there is about 2,000-ish folks, covered lives on the current standard HMO in Carson City. There are about 5,000 folks that are available on the Consumer Driven Health Plan. We're talking about whoever decides to migrate over of those 2,000 covered lives. It's not the entire totality of the state service here in this town.*

Governor Sandoval asked what the timeframe for election is. Mr. Haycock said open enrollment begins May 1<sup>st</sup> through May 31<sup>st</sup>. That is when employees will be able to select whichever health plan works for them and their families.

Governor Sandoval asked how they would ensure that everyone is fully aware of what the consequences of that decision will be. Mr. Haycock explained *we're going to hit it in multi-steps. First, we're going to, if approved today, send something out tomorrow. We're in the process of developing and finalizing a side-by-side analysis of all three available options pending where you live. You'll be able to see apples to apples, what each plan has and where—what types of benefits you can expect to receive and then, of course, we'll populate it with rates once the Board approves them in March.*

*We'll also send out additional information over the next few months, as well as partner with our two HMO providers to send out information to current HMO participants and the state as a whole. We want to pepper this process so there's no one who is left unaware, to the best of our ability. We'll partner with various advocacy groups because it's not just employees on these plans, there are retirees also. It's all of our newsletters and announcements go out to the retired public employees of Nevada. Therefore, we believe we're going to try to hit it from multiple fronts and then we'll also announce the open enrollment meetings in our open enrollment material. Again, we're going to pepper this process to transparently explain these issues to all of the participants in our plan.*

Governor Sandoval noted he doesn't typically take testimony through public comment at this point but thinks that it is important to hear from at this point in the meeting. He asked if any of the parties to the contract would like to make a statement.

Ed Epperson, CEO, Carson-Tahoe Health stated *thank you very much for this opportunity. I would like to put on the record that Carson-Tahoe Health is the primary provider of primary care physician, specialty care physician, in and out patient hospital, lab, diagnostic and treatment services to the Carson region. We are contracted and have been for some years with Hometown Health to provide services to PEBP members and matching whatever rates Renown provides those members.*

*Hometown Health is owned by the Renown System. It is not an independent insurance company. Its CEO is the Renown CEO. As we understand this new plan, it will have several impacts. The first and greatest one is about where patients can get their care. It will require, I think we just heard, PEBP members to be assigned to a physician—primary care physician, employed by Renown only, all referrals for specialty care of any sort, endocrinology, neurology, etc., will also go there for Renown physicians.*

*Also, all referrals for the outpatient lab, diagnostics, treatments, hospitalization—we just heard that I think as well, confirmed, will go to Renown facilities in Reno.*

*We also believe this circumvents the very agreement we made with PEBP and Hometown Health years ago to match rates with Renown so PEBP employees never had the reverse incentive, most of which live here in Carson, of course, to have to go somewhere else to get care, that they would not have a penalty over that.*

*Other impacts that we anticipate are it does remove choice, by PEBP members to stay in the community where they care and have for years. We think it will have a financial impact on this rural, if we can call ourselves that, and some of these other folks can speak to other rural hospitals, what impact they'll have. We think it's anti-competitive. It reduces competition, not the opposite. It basically supports Renown's desire to steer insured patients to its facilities leaving the burden of the underserved to the rural communities.*

*What this plan doesn't do is reduce costs, because again, we have an agreement that says we will match whatever price, Renown, as the other provider of most of the care to PEBP members. It also is not, in my opinion, going to improve quality. Late last year, Medicare came out with a new star rating system for hospitals. Renown has the lowest star rating of the hospitals in the region. It is the only one-star hospital in that survey.*

*In summary, our concerns are that this new plan circumvents the agreement that Carson-Tahoe has with Hometown Health to serve PEBP members at the same rates. That includes everything from physician care to hospitalization, outpatient, lab, etc. We're concerned about PEBP members being adequately informed of what this really means and what the impact will be. We're concerned that it's anti-competitive, a long-term impact. And again, we don't think this is being done to achieve cost reduction or quality. Thank you.*

*Governor Sandoval asked when you say 'circumvent', my understanding is that you did not present before the PEBP Board, these concerns. Mr. Epperson responded we had no idea that this plan was being altered in a way that would circumvent the agreement that we've continued to have in place as one of the two providers within Hometown Health at all.*

*Governor Sandoval noted that Mr. Epperson said it removes choice. The Governor said that that is not 100% true. He went on to say that State employees will have a choice, albeit they'll have to pay more to go see your healthcare system or receive care from your health care system but they do have a choice. Mr. Epperson stated, what my comments were meant to reflect, what I understand of the requirement in this new plan that you be established with a primary care physician, basically owned by Renown only. That choice sounds like it would be gone.*

*Governor Sandoval clarified, by participating in the alternative plan. Mr. Epperson confirmed that was his understanding. Governor Sandoval noted if an employee stays*

in the standard plan, they won't be able to continue to go to the Carson-Tahoe Hospital and see your medical providers here in Carson City. Mr. Epperson confirmed that was his understanding.

Joan Hall, CEO, Nevada Rural Hospital Partners stated her concerns, *this is for Douglas, Lyon and Churchill Counties who have Renown contracts according to this gap analysis and the distance that those individuals would have to travel for basic primary care. Also, we all recognize that hospitals in rural Nevada are economic engines for their communities. When we take away the better-insured patients from those areas, it has a negative impact on not only the hospitals but on the healthcare of the community. Patients that have to travel to Reno for lab tests. ER, ER is a big concern of ours, especially in Churchill and Lyon where they have hospitals but aren't Renown physician controlled. That's a concern for us in rural Nevada. My husband, as a PERP employee, would always choose something that costs less, without—even though I think he thinks he's a knowledgeable person, he'd look at just the dollars and then not consider that he'd have to travel to Reno for care. I'm worried about that.*

Governor Sandoval clarified, there's still a choice, correct. Ms. Hall confirmed and added, *I think that people look at the cost and forget the ramifications. Then there's always if you're in Churchill and you have to go to the ER, are you going to go all the way to Reno? Or, are you going to go to your—in Yerington or are you going to go to South Lyon, to Reno? And then you have probably that balance billing issue, that none of us like to talk about because it would be out of network.*

Helen Lidholm, CEO, St. Mary's Medical Group in Reno, stated for the record that she is here in support of my colleagues, Ed Epperson and Joan Hall. *I am here to express our concerns that this decision eliminates choice for healthcare in Northern Nevada by excluding St. Mary's.*

Ty Windfeldt, CEO, Hometown Health, stated, *thank you Governor and members of the Board for allowing me to address the Board today. Just a couple of things I wanted to point out. I apologize, I'm fighting a cold. We would never offer this plan if it wasn't a choice. We would never offer this plan as a standalone plan. It is something that we've been working with for about 18 months now, as an organization and really the goal is we are trying to find a way to control some of these costs because they've gone up so much. You've seen it at the State of Nevada, some of our other clients have seen it as well. So, we're really looking for a new way to deliver in some of these very expensive areas of medical care. We put together this program and I wanted to address the one issue related, too—it doesn't reduce costs because we actually have a risk bearing agreement with the Renown providers. We share in the risk on this program. They are financially involved in trying to help us control the unnecessary utilization. There are some mechanisms there that will provide some protection for the plan if the costs go above what we have expected. We do believe that this plan does have some ability to control cost. It is part of our accountable care organization, which is something that Centers for Medicare & Medicaid Services (CMS) started several years ago and we've been very proud to participate in the CMS shared savings, accountable care organization and we're now very proud to be able to roll this program*

*out to some of our other clients. We also want to make sure that it's not forced on anyone. It's a choice program.*

*One other thing that I wanted to comment is, anybody who chooses this plan like they would have on any of our other plans they have emergency and urgent care services worldwide. So, if somebody is on this plan and is out of the main area in which their primary care physician lives, they would still have emergency and/or urgent care services available to them. Happy to answer any questions you might have.*

Governor Sandoval asked for clarification and stated, *let's say I live in Fallon and I have an emergency. Do I have to choose to drive to one of your providers in Reno for that emergency care at the risk of spending a lot more money, or can I go right there in Fallon or Yerington?* Mr. Windfeldt noted *you would go right there in Fallon. You'd go wherever you are. And you'd be responsible for the same out of pocket expense you would've been if you were in Reno or in any other market. If you have an emergency and you have a copay for that emergency service, regardless of where you are, you will have a benefit for you available. That includes individuals who might be traveling or on vacation in some other state, they would also have that same benefit afforded to them.*

Governor Sandoval noted *the testimony was different from what I just heard that if I'm on the alternative plan and I need emergency care that it's going to cost me a lot more money if I seek it locally.* Mr. Windfeldt noted *if you are on the alternative plan, you are going to have emergency services afforded to you no matter where you are. It would be the same copay that you would've paid.*

Alan Olive, CEO, Northern Nevada Medical Center and Universal Health Services, stated, *most of our servicers are in Las Vegas and Southern Nevada where we have quite a few hospitals in the North. We have one hospital, medical group, and behavioral health. Really my comment today is more on Triple Aim. We're part of the Silver State Accountable Care Organization (ACO), the State's largest ACO and very comprehensive. We bid for the South, but we're not on for the North. Really my comment focuses on the Triple Aim which is cost, quality and service/access. Ultimately, I would say, the hypothetical going forward if it's not solved obviously soon before May is what if a provider is able to provide the services at the requested rates. What if there was more choice and access in Carson, in Reno, in Fallon and throughout the rural areas at rates that were agreed to that were an improvement. That's really my question and proposal going forward. Obviously, it won't solve it today but that would be a recommendation I would provide.*

Mr. Wells stated that the Board received a letter from Carson-Tahoe Health that will be included in the minutes of this meeting. (Attachment A)

The Attorney General moved to approve Contracts 1-39 as presented in agenda item number 10. Governor Sandoval seconded the motion. The motion passed unanimously.

## **11. Master Service Agreements** (For possible action)

Mr. Wells explained, there are four master service agreements in agenda item 11 for approval by the Board this morning and no additional information has been requested by any of the members.

The Attorney General moved to approve the master service agreements present in agenda item number 11. Governor Sandoval seconded the motion. The motion passed unanimously.

## **12. Information Item**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from December 21, 2016 through January 23, 2017.

Mr. Wells explained there were 21 contracts under the \$50,000 threshold approved by the Clerk between December 21, 2016 and January 23, 2017. This item is informational, and no additional information has been requested by any of the members.

### **13. Information Item**

#### **State of Nevada – Compact with Pyramid Lake Paiute Indian Tribe Governing Class III Gaming**

Pursuant to Public Law 100-497, the Indian Gaming Regulatory Act, codified at 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168, a fourth extension is made to the compact between the Pyramid Lake Paiute Indian Tribe and the State of Nevada. This extension provides the regulatory framework to the operation of certain Class III gaming on Indian lands of the tribe, for the time period of February 23, 2017 to February 23, 2019.

Mr. Wells explained Item 13 is an information item on the fourth extension of the Tribal-State Gaming Compact between the Pyramid Lake Paiute Indian Tribe and the State of Nevada which provides the regulatory framework for certain operations of Class III gaming on Indian lands of the Tribe pursuant to the Federal Indian Gaming Regulatory Act. This two-year extension allowed pursuant to Article X, extends the compact from February 23, 2017 to February 23, 2019. The original Compact approved in 2009 allows extensions for up to 20 years upon the mutual written consent and without additional approval from the Secretary of the Interior.

Governor Sandoval asked for clarification that there are no differences between this new contract and the prior one. Mr. Wells noted it's his understanding that the only change is the date. The rest of the original Compact stays intact.

### **14. Information Item – Report**

#### **A. Department of Motor Vehicles – Complete Streets Program**

Per the Governor's request during the November 2015 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 funds received through September 2016.

#### **B. Complete Street Program Uses**

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 October 1, 2016 and ending December 31, 2016.

Mr. Wells explained there are two information reports in agenda item 14. The first is a report from the Department of Motor Vehicles on the voluntary contributions that



were collected by the county pursuant to NRS 482.480, which is the Complete Streets Program. This is for the period from October 1, 2016 to December 31, 2016.

During the quarter ending December 31, the Department collected \$70,790 which is slightly higher than the \$65,946 collected in the same period last year but slightly less than the \$84,358 collected last quarter. Of that amount, just under 78% was from Clark County, just over 16% from Washoe County, just over 3% from Carson City and just under 3% from Douglas County. They started participating in late FY 2016. After deducting 1% to administer collections and distributions, the Department distributed \$70,082 to the four counties with \$54,527 going to Clark County, \$11,404 to Washoe County, \$2,150 to Carson City and \$2,000 to Douglas County.

As far as statistics, approximately 13.5% of those registering a vehicle during the quarter contributed to the Complete Streets Program. That ranged from 10.4% in Douglas County to 14.3% in Clark County. This is approximately the same as the same quarter in the previous year but is down from the 14.2% who contributed in the last quarter.

The second item is a report on the uses of the Complete Streets funds by the four recipient counties. This has been an ongoing report since the November 2015 meeting. Carson City used their funds for bike racks on the Downtown Carson Corridor project. Washoe County is planning to use them for a safe route to school program and multi-modal improvements on certain streets in either FY 2018 or 2019. Douglas County used them to partially fund the addition of bike lanes in the Buckeye Lane reconstruction project. Clark County is working to allocate their calendar year 2016 funds for City of Henderson and City of Mesquite projects that will be completed during the calendar year 2017. It is expected that the Regional Transportation Committee in Clark County will approve those projects later this month.

There were no additional questions.

**15. Public Comment** ( No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically include on an agenda as an action item)

There was no public comment.

**16. Adjournment** (For possible action)

The Attorney General made a motion to adjourn. Governor Sandoval seconded the motion. The motion passed unanimously and the meeting was adjourned.

**Attachment A**  
**Board of Examiners Meeting**  
**February 14, 2018**



**CARSON TAHOE**  
— HEALTH —

February 3, 2017

Mr. Mike Willden  
Governor's Chief of Staff  
101 N. Carson Street  
Carson City, Nevada 89701

Dear Mr. Willden,

Please accept this letter as Carson Tahoe Health's opposition to the PEBP Hometown Health HMO Contract approved by the PEBP Board on January 19, 2017 for submittal to the Board of Examiners for their final action.

Carson Tahoe Health's opposition to the Hometown Health HMO Contract is based on several concerns. The primary concern is one which I don't believe your staff may have been privy to when they negotiated this contract and is in regards to the "closed access" provisions of the contract under the Alternative Plan Benefit. This "closed access" would require a State employee to obtain a primary care physician referral to schedule and receive specialist appointments and care. This wouldn't be a significant concern except for the fact the HMO contract, under the Alternate Plan Benefit, is requiring State employees to utilize Hometown Health and Renown's "own primary care physicians" for the area including Carson City, Churchill, Douglas, Lyon, Storey and Washoe Counties, basically our entire region. We believe this is a tremendous conflict of interest since Renown and Hometown Health are owned by the same company.

Last year, Hometown Health Plan made a proposal to Carson Tahoe Health's (CTH's) Primary Care Physicians for CTH's physicians to join their Accountable Care Organization (ACO). This is a payment arrangement in which primary care physicians are placed at financial risk for the cost of care. Those physicians control all referrals to specialist physicians, imaging and other studies, labs, hospitals, etc. They will not refer outside their company. Since Renown's ACO primary care entity has no specialists in the Carson region, everything will be referred to Renown in Reno under the PEBP proposed HMO contract. When CTH's Primary Care Physicians were told by Hometown Health that if they joined the ACO, they would be required to refer all patients to Renown, our physicians said "No." They would not join.

Unfortunately, we believe the PEBP HMO contract is nothing more than a veiled attempt to monopolize health care in this region by squeezing out not only Carson Tahoe, but also Saint Mary's. In PEBP staff's report to the PEBP Board dated January 19, 2017, it states on page 5: "In order to reduce the monthly premiums, both vendors (Hometown Health and Health Plan of Nevada) needed to control costs by utilizing their own primary care physicians." We do not believe it will "control costs" since CTH's rates for PEBP is the same rates as Renown (which was a concerted effort by CTH years ago to control our costs and match Renown's rates). Therefore, the "closed access" isn't about controlling costs, it's about directing more State employees to Renown. It's the higher patient volume that may lower their costs. Was this divulged to State staff during contract negotiations? In particular, was it divulged that Renown's primary care physicians would only refer patients to Renown?

Mike Willden  
February 3, 2017  
Page Two

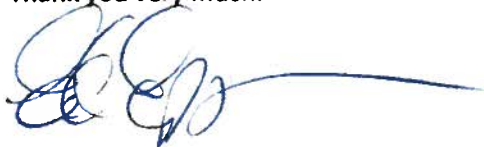
In the long run, if Carson Tahoe and Saint Mary's no longer exist, the State will be left negotiating with one hospital in Northern Nevada. They will have a monopoly. There will be no competition to reduce future costs.

We know the good faith intent of PEBP and State Purchasing staff was to reduce the monthly premiums for State employees, however, we believe this contract will lead to greater costs for the employees who will have to drive to Reno for their primary care physician appointments and for all their medical care because Renown's physicians will refer only to Renown. It will also lead to greater costs for State employees in the long run if Hometown Health and Renown are able to funnel the State employees living in Carson City, Douglas County and Lyon County to Reno and Renown for all their medical care services. This will detrimentally affect not just our State employees, but CTH, Carson City physicians and Saint Mary's.

We would like the opportunity to meet with you to discuss this issue in more detail. We are concerned the PEBP Hometown Health HMO Contract will go to the Board of Examiners on February 14<sup>th</sup> without the additional scrutiny and thought this type of endeavor requires. We therefore, would respectfully request the Board of Examiners hold off on a decision of this contract until more facts and information can be obtained.

I have contacted your staff, through Mary Walker, to set up a meeting with you. We sincerely appreciate your efforts regarding this issue and we certainly appreciate the hard work PEBP and Purchasing staff have put into this. We, however, believe more study is required to determine the full impact of the HMO contract on State employees and the Northern Nevada health care delivery system.

Thank you very much.

A handwritten signature in blue ink, appearing to read 'Ed Epperson', with a long horizontal flourish extending to the right.

Ed Epperson, President & CEO  
Carson Tahoe Health

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

Date: February 10, 2017  
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 \$28,676.

Additional Information:

The department seeks approval to purchase one new vehicle to replace one vehicle that is five years old and has 82,000 miles. The agency requests an exception from the replacement schedule criteria of SAM 1309 due to excessive repair. The attached justification further explains the transmission repair difficulties the agency has experienced. The vehicle is used as a game warden's patrol vehicle in remote areas of central Nevada. The vehicle will be purchased with savings resulting from the recent purchase of six replacement vehicles.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

<b>Agency Name:</b> <u>Wildlife</u>	<b>Budget Account #:</b> <u>4463</u>
<b>Contact Name:</b> <u>Liz O'Brien</u>	<b>Telephone Number:</b> <u>775-688-1982</u>
<p>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:</p> <p><b>Number of vehicles requested:</b> <u>1</u>                      <b>Amount of the request:</b> <u>\$28,076</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b>  <u>Pick up truck</u></p> <p><b>Mission of the requested vehicle(s):</b>  <u>Law Enforcement Division wildlife and boating patrol in Eastern Nevada</u></p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b></p> <p><b>If no, please explain how the vehicles will be funded?</b>  <small>Cost savings within category 05. The six approved vehicles cost \$29,261.25 each for a total of \$175,567.50 leaving a balance of \$50,182.50 to purchase a seventh patrol vehicle.</small></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> <u>  </u> Addition(s)    <input checked="" type="checkbox"/> <u>1</u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p><u>Yes</u></p>	
<p><b>Please Complete for Replacement Vehicles Only:</b>          (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b>          Vehicle #1 Model Year: <u>2012</u>          Odometer Reading: <u>82,000</u>          Type of Vehicle: <u>Pick up truck, Chevrolet</u></p> <hr/> <p>Vehicle #2 Model Year:          Odometer Reading:          Type of Vehicle:</p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b></p> <p><u>No, please see justification attached</u></p> <hr/> <p><b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b></p>
<p><i>Please attach an additional sheet if necessary</i></p>	
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p><u>Liz O'Brien</u>                      <u>Deputy Director</u>                      <u>2-10-17</u>          Agency Appointing Authority                      Title                      Date</p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____          Board of Examiners                      Date</p>	

### Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	GMC 2.15 ¾ Ton Extended Cab; 6.5' short bed		
<b>Dealer Name:</b>	Reno Buick, GMC, Cadillac		
<b>Delivery Location:</b>	Reno		
<b>Vehicle Colors:</b>	Exterior: GAZ Summit White	Interior: H2R Black/Dark Ash Cloth	X Cloth  Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 25,202	\$ 25,202
SPECIFY OPTIONS: Total cost of below options			\$ 3,444
Z82 Tow Package	1	\$ 247	
PCR Keyless Entry, locking tailgate, etc. pkg.	1	\$ 337	
IOB Bluetooth Package	1	\$ 195	
Four Wheel Drive	1	\$ 2090	
Snow Plow Prep Package	1	\$ 345	
Rear Vision Camera	1	\$ 188	
Two Extra Keys	1	\$ 42	
DELIVERY COST: N/A		\$ 0	
Total purchase price with options	1	\$ 28,646	\$28,646
DMV Title and DRS Fee's	1	\$29.25	\$ 29.25
GRAND TOTAL:		\$ 28,675.25	\$ 28,675.25
			\$ 28,675.25

<b>Registered Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway; Suite 120 Reno, NV 89511
<b>Legal Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 6980 Sierra Center Parkway; Suite 120 Reno, NV 89511
<b>County Vehicle Based In:</b>	Churchill
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Tyler Turnipseed; Chief Game Warden (775)688-1541



Nevada Department of Wildlife  
 Law Enforcement Division - FY 2017 Vehicle Purchase

	Decision Unit	Category	GL	Equipment Type	Quantity	Unit Price	Total Price
Budgeted:	E711	05	8310	Dodge Ram 2500 Crew Cab	6	\$ 37,625.00	\$ 225,750.00
Actual:	E711	05	8310	GMC Sierra 2500	6	\$ 29,261.25	\$ 175,567.50
						<b>Savings</b>	<b>\$ 50,182.50</b>
				(7th truck, replacing EX58447)			
New Request:	E711	05	8310	GMC 3/4 Ton Extended Cab	1	\$ 28,676.00	\$ 28,676.00
						<b>Savings Left Over</b>	<b>\$ 21,506.50</b>

(  
*this request*

State of Nevada  
Equipment Schedule

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 4463 WILDLIFE - LAW ENFORCEMENT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
B000	11	7460	EQUIPMENT PURCHASES < \$1,000	200	1	23,704.00	23,704	1	23,704.00	23,704
B000	12	7460	EQUIPMENT PURCHASES < \$1,000	195	1	16,679.00	16,679	1	16,679.00	16,679
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	190	1	13,782.00	13,782	1	13,782.00	13,782
B000	15	7460	EQUIPMENT PURCHASES < \$1,000	185	1	1,440.00	1,440	1	1,440.00	1,440
B000	31	7460	EQUIPMENT PURCHASES < \$1,000	170	1	1,042.00	1,042	1	1,042.00	1,042
B000	35	7460	EQUIPMENT PURCHASES < \$1,000	165	1	1,633.00	1,633	1	1,633.00	1,633
E350	22	7465	EQUIPMENT PURCHASE- \$1,000 BUT LESS THAN \$5,000	135	1	2,192.00	2,192	0	0.00	0
E350	22	7460	EQUIPMENT PURCHASE- LESS THAN \$1,000	140	1	605.00	605	0	0.00	0
E710	05	8270	UNINTERRUPTABLE POWER SUPPLY (UPS)	10	1	15,000.00	15,000	0	0.00	0
E710	05	8270	MOUNTAINTOP REPEATERS W/ DUPLXERS	5	2	19,179.00	38,358	2	19,179.00	38,358
E710	05	8270	AEROFLEX 3550R RADIO TEST SET	4	1	23,478.00	23,478	0	0.00	0
E710	05	8270	MOTOROLA APX7500 MOBILE RADIOS	3	6	5,421.00	32,526	6	5,421.00	32,526
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	15	2	14,660.00	29,320	0	0.00	0
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	25	0	0.00	0	2	14,660.00	29,320
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	30	0	0.00	0	1	14,660.00	14,660
E710	05	7465	LIGHTBAR REPLACEMENT FOR NV 3557 EX PATROL BOAT	35	1	1,836.00	1,836	0	0.00	0
E710	05	8270	SAFEBOAT COLLAR REPLACEMENT FOR SAFEBOAT	40	1	30,499.00	30,499	0	0.00	0
E710	05	8270	SAFEBOAT COLLAR REPLACEMENT FOR SAFEBOAT	45	0	0.00	0	1	19,865.00	19,865
E710	05	8270	MOTOROLA XTL2500 MOBILE RADIO	55	1	3,109.00	3,109	4	3,109.00	12,436
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	20	0	0.00	0	1	14,660.00	14,660
E711	05	7460	RAM BOX CARGO MANAGEMENT SYSTEM	60	4	1,100.00	4,400	6	1,100.00	6,600
E711	05	7460	GRAPHICS FOR LAW ENFORCEMENT VEHICLES	65	4	450.00	1,800	6	450.00	2,700
E711	05	7460	HEADLIGHT WIG WAGS	75	4	54.00	216	6	54.00	324
E711	05	7460	WHELEN/MOTOROLA SIREN	80	4	640.00	2,560	6	640.00	3,840
E711	05	7460	SPOTLIGHTS	85	4	364.00	1,456	6	364.00	2,184
E711	05	7465	AUXILIARY GAS TANK	90	4	1,860.00	7,560	6	1,890.00	11,340
E711	05	7460	SPARE TIRE MOUNT	100	4	303.00	1,212	6	303.00	1,818
E711	05	7460	WINDSHIELD EMERGENCY LIGHTS	105	4	446.00	1,784	6	446.00	2,676
E711	05	7465	BRUSH GUARD WITH EMERGENCY LIGHTS - DODGE	110	4	1,292.00	5,168	6	1,292.00	7,752
E711	05	8310	FORD F-250 CREW CAB SHORT BED DIESEL	1	1	39,605.00	39,605	0	0.00	0
E711	05	8310	DODGE RAM 2500 CREW CAB GAS BASE MODEL	2	4	37,625.00	150,500	6	37,625.00	225,750
E711	05	7460	REAR EMERGENCY LIGHTS	125	4	517.00	2,068	6	517.00	3,102
E711	05	7460	SHOTGUN LOCKS AND RACKS	130	4	607.00	2,428	6	607.00	3,642
E711	05	7460	RADIO CONSOLE	70	4	680.00	2,720	6	680.00	4,080
E711	05	7460	SPARE TIRE	115	4	392.00	1,568	6	392.00	2,352
E711	05	7460	SPARE RIM	120	4	150.00	600	6	150.00	900
E720	05	8270	FLIR MARINE UNIT FOR BOAT	50	1	7,700.00	7,700	0	0.00	0

### Additional Vehicle Purchase Justification

This is a replacement vehicle to replace a 2012 Chevy truck with a plate number of EX 61432. This truck to be replaced has 82,000 miles on it. While not one of our older or higher mileage trucks, this vehicle has been a chronic problem for us mechanically. It has been in the shop for transmission repairs numerous times and we've spent thousands of dollars trying to get the transmission to function properly. We suspect it still isn't fixed properly. This is a game warden patrol truck assigned to our game warden in Eureka. Needless to say, when a game warden's patrol truck breaks down in the remote areas of Central Nevada, it is not only a huge inconvenience, but it could be dangerous to the officer. Once the game warden gets towed back to Eureka, it is then a logistical problem and expense getting it to a town that has a shop capable of fixing its transmission. In one instance last year, this truck had been out of the shop less than a week before its transmission started failing again.

Our law enforcement vehicles face extreme use in extreme conditions. They are continuously off road in rough, rocky terrain, snow, sand, mud and extreme heat and cold. Because of this extreme use, we budgeted for Dodge Power Wagons with many off-road options when the fiscal year 2016 and 2017 budget was built back in fiscal year 2014. However, over the last few years we got behind in truck replacement scheduling and now realize we can buy GMC trucks for \$17,000 less per truck, than the Dodge Power Wagons and then outfit them with quality aftermarket parts for off-road use. This gives us such a cost savings that we can purchase seven trucks for cheaper than the six trucks we budgeted for. This is why we're asking for authority to purchase the seventh truck.

## Law Enforcement: 2012 Chevy Silverado Pickup - EX 61432 Repair Expenses

Repair Date	FY12	Repair Date	FY13	Repair Date	FY14	Repair Date	FY15	Repair Date	FY16	Repair Date	FY17
'02/09/2012	\$ 151.95	'09/24/2012	\$ 45.48	'09/12/2013	\$ 857.44	'02/03/2015	\$ 873.48	'07/14/2015	\$ 63.97	'09/08/2016	\$ 57.99
'03/30/2012	\$ 143.53	'12/13/2012	\$ 63.23	'10/23/2013	\$ 171.25			'07/22/2015	\$ 57.28	'10/24/2016	\$ 131.80
'04/25/2012	\$ 550.00	'03/05/2013	\$ 80.99	'12/31/2013	\$ 350.00			'10/14/2015	\$ 57.28	'10/25/2016	\$ 706.49
'06/13/2012	\$ 37.90	'03/15/2013	\$ 46.49	'01/13/2014	\$ 56.14			'11/19/2015	\$ 1,009.00	'11/29/2016	\$ 125.00
'06/15/2012	\$ 1,590.46	'04/25/2013	\$ 460.17					'01/20/2016	\$ 43.71	'01/18/2017	\$ 1,552.49
'06/22/2012	\$ 350.00	'06/06/2013	\$ 46.49					'01/21/2016	\$ 108.47		
'04/02/2012	\$ 1,590.46	'07/31/2012	\$ 44.68					'03/30/2016	\$ 52.22		
'04/10/2012	\$ 1,275.60							'06/02/2016	\$ 52.22		
'04/13/2012	\$ 16.99							'06/17/2016	\$ 25.00		
'04/13/2012	\$ 58.88							'07/20/2016	\$ 3,153.00		
'04/30/2012	\$ 109.33							'07/20/2016	\$ 1,479.00		
'05/02/2012	\$ 350.00										
	<b>\$ 6,225.10</b>		<b>\$ 787.53</b>		<b>\$ 1,434.83</b>		<b>\$ 873.48</b>		<b>\$ 6,101.15</b>		<b>\$ 2,573.77</b>

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

Date: February 17, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Laura E. Freed, Executive Branch Budget Officer  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**OFFICE OF THE SECRETARY OF STATE**

Agenda Item Write-up:

Pursuant to NRS 293.253(6), the Secretary of State requests \$279,588.17 from the Statutory Contingency Account to reimburse county clerks for the cost of publication for statewide ballot measures from the 2016 general election.

Additional Information:

The bills from each county clerk are attached to the Secretary of State's request, and in each bill, the Secretary of State's staff has deducted the costs for ballot stock, which are not payable from the Statutory Contingency Account.

REVIEWED: \_\_\_\_\_  
ACTION ITEM: \_\_\_\_\_

**BARBARA K. CEGAUSKE**  
*Secretary of State*

**GAIL J. ANDERSON**  
*Deputy Secretary for Southern Nevada*

**CADENCE MATIJEVICH**  
*Deputy Secretary for Operations*

**STATE OF NEVADA**



**OFFICE OF THE  
SECRETARY OF STATE**

**SCOTT W. ANDERSON**  
*Chief Deputy Secretary of State*

**KIMBERLEY PERONDI**  
*Deputy Secretary for Commercial Recordings*

**WAYNE THORLEY**  
*Deputy Secretary for Elections*

**MEMORANDUM**

**DATE:** January 31, 2017

**TO:** Laura Freed, Budget Analyst  
Governor's Finance Office

**FROM:** Cadence Matijevich, Deputy for Operations  
Office of the Secretary of State

**SUBJECT:** Board of Examiners Action Item

**RECEIVED**

FEB 08 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

The Office of the Secretary of State requests the Board of Examiners' approval to transfer \$279,588 from the Statutory Contingency Account to budget account 1050 to reimburse counties for their ballot stock question publication costs pursuant to NRS 293.253 (attached). Section 5 of the statute provides that "the portion of the cost of publication which is attributable to publishing the questions, explanations, arguments, rebuttals and fiscal notes of proposed constitutions, constitutional amendments or statewide measures is a charge against the State and must be paid from the Reserve for Statutory Contingency Account upon recommendation by the Secretary of State and approval by the State Board of Examiners."

Please contact Pam Dover at 684-5738 if you require additional information or have any questions.

**Attachments**

**cc:** Pam Dover, ASO  
Karen Hoppe, Senior Program Analyst, LCB

# 2016 GENERAL ELECTION PUBLICATION COSTS

County	Primary Ballot Stock	General Ballot Stock	Publication Costs
	SOS to reimburse counties for basic ballot stock (NAC 293.010; 293.200; NRS 293B.210)	SOS to reimburse counties for basic ballot stock (NAC 293.010; 293.200; NRS 293B.210)	Charge against state to be paid from reserves (NRS 293.253(5) NAC 293.071)
Carson City			\$17,442.30
Churchill			\$7,228.70
Clark			\$53,660.98
Douglas			\$7,455.09
Elko			\$8,021.60
Esmeralda			\$10,869.00
Eureka			\$5,760.00
Humboldt			\$15,295.00
Lander			\$8,050.00
Lincoln			\$7,976.25
Lyon			\$11,718.75
Mineral			\$1,612.50
Nye			\$8,613.00
Pershing			\$8,050.00
Storey			\$15,795.00
Washoe			\$85,000.00
White Pine			\$7,040.00

**TOTAL PUBLICATION COSTS**

**\$279,588.17**



Susan Merriwether  
Carson City Clerk-Recorder

885 E. Musser Street, Suite 1025, Carson City, NV 89701

November 15, 2016

Honorable Barbara K. Cegavske  
Secretary of State  
101 N. Carson Street, #3  
Carson City, NV 89701-4782

Dear Secretary Cegavske:

Pursuant to NRS 293.253(6), I am submitting two (2) invoices from The Nevada Appeal regarding the required publications of the statewide ballot questions for the 2016 General Election.

Ballot Questions 1 and 2 were published one (1) time as required by NRS 293.253(5) on September 27, 2016 (\$9,177.30). Ballot Questions 3 and 4 were published three (3) times as required by NRS 293.253(3) on September 27, October 4 and October 11, 2016 (\$8,265.00). The total reimbursement to Carson City for the above publications is \$17,442.30.

If you have any questions, please do not hesitate to contact our office at 887-2087.

Sincerely,

*Aubrey Rowlatt*

Aubrey Rowlatt,  
Chief Deputy Clerk

Enclosures

Elections Division  
775-887-2087  
Fax 775-887-2146  
elections@carson.org  
www.carson.org/elections

Marriage Bureau  
775-887-2084  
Fax 775-887-2146  
marriages@carson.org  
www.carson.org/marriages



*Proof and  
Statement of Publication*

580 Mallory Way, Carson City, NV 89701  
P.O. Box 1888, Carson City, NV 89702-2288 (775)  
881-1201

Account Number: 1065401

Carson City Elections  
885 E. Musser St. Ste. 1025  
Carson City, NV 89701

Attn: Aubrey Rowlatt

Jody Mudgett says:

That (s)he is a legal clerk of the NEVADA APPEAL a newspaper published Tuesday through Sunday at Carson City, in the State of Nevada

Election Questions 3 and 4

of which a copy is hereto attached, will be published in said newspaper for the full required period of 2 times commencing October 4, 2016 and ending on October 11, 2016, all days inclusive.

Signed



**STATEMENT:**

Page 1      \$3,298.20  
Page 2      \$3,298.20  
Page 3      \$1,668.60

DATE	AMOUNT	CREDIT	BALANCE
10/11/16	\$8,265.00	\$0.00	\$8,265.00

**RECEIVED**

OCT 17 2016

CARSON CITY CLERK  
ELECTIONS



580 Mallory Way, Carson City, NV. 89701  
Ph: 775-881-7653  
Fax: 775-887-2408

October 3, 2016

Ballot Questions 1, 2, 3, 4 published September 27<sup>th</sup> cost \$9177.30

Local ballot question published September 27<sup>th</sup> cost \$ 834.30

*incumbent*

# Churchill County Clerk/Treasurer

155 N. Taylor Street, Suite 110  
Fallon, NV 89406  
(775) 423-6028 Fax (775) 423-7069

# INVOICE

DATE: November 29, 2016

Office of the  
Secretary of State  
*Barbara Cegavske*  
Barbara Cegavske  
Elections Division

JStokes  
11/29/2016

To: Barbara Cegavske, Secretary of State  
Elections Division  
101 N. Carson Street, Suite 3  
Carson City, NV 89701-4786

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
100-170-5320	General Election 2016 Ballot Stock	454.75
100-170-5320	Publication of General 2016 State Questions	7228.70
<b>TOTAL DUE</b>		<b>7683.45</b>

Make all checks payable to: Churchill County Clerk/Treasurer

T81032440 E  
PV 040 00001549331  
101 040 0000 1050-11-8502  
\$ 454.75  
PEND 3 SA 11/6/17  
PEND 4 SA 11/5/17  
WARRANT # EF00009161803  
WARRANT DATE 11/3/17  
RSW001 DATE 11/3/17

*Encumbered*

Page 1 of 1  
12/16/2016 10:24:14

Remit and Make Check Payable To:  
**Clark County Election Dept**  
965 Trade Drive, Ste A  
N. Las Vegas NV 89030



# INVOICE

Document Number	90206909
Date	12/16/2016
Customer No.	10001490
Amount	\$59,421.28
Terms of Payment	Net 30 days
Invoice Period From	
Invoice Period To	12/16/2016
Reference	

NV SECRETARY OF STATE  
# 3  
101 N CARSON ST  
CARSON CITY NV 89701-3714

Contact Person: LORENA S. PORTILLO  
Phone: (702) 455-6437

-----  
DETACH HERE AND RETURN UPPER PORTION

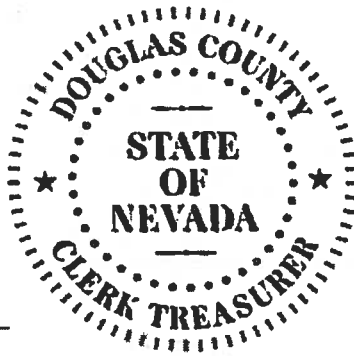
Item	Material/Description	Quantity	Unit Price	Total
000010	Sale of Maps & Publications	1 EA	59,421.28	59,421.28
	Election Services			
	2016 General Election State Ballot Questions 1, 2, 3 and 4			
	Costs and Mail Ballot Stock Costs			
	Publication Costs		\$46,140.86	} <i>53,660.98</i>
	Translation Costs		\$ 7,520.12	
	Paper Costs		\$ 5,760.30	
	Invoice Amount			\$ 59,421.28

Balance Due \$59,421.28

*T81026900 J*  
 PV 040 00001550643  
 101 040 0000 1050-11-2503  
 \$ 5,760.30  
 PEND 3 *OK* 1/13/17  
 PEND 4 *SA* 1/13/17  
 WARRANT # *E00009961802*  
 WARRANT DATE 1/13/17  
 RSW001 DATE 1/13/17

KATHY LEWIS  
CLERK-TREASURER

1616 8<sup>th</sup> Street, Minden, NV



**ELECTION OFFICE**  
Phone (775) 782-9023  
Fax (775) 782-9016

govotedouglas.com

November 16, 2016

To: Barbara Cegavske/Secretary of State  
From: Dena Abeyta/~~Douglas County~~ Chief Deputy Clerk

RE: Douglas County Request for Reimbursement

Secretary Cegavske,

Please find invoices for the following 2016 General Election items attached:

- Invoice from Record Courier Newspaper for Statewide Measurers to run once (\$2607.84).
- Invoice from Record Courier Newspaper for Constitutional Amendments to run three times (\$4847.25).
- Invoice and email from ProVote Solutions for ballot Stock (\$170.00/M for 5000 ballots \$850.00).

745509

Total reimbursement due to Douglas County \$8305.09

Best Regards,

A handwritten signature in black ink, appearing to read "Dena Abeyta".

Dena Abeyta  
Douglas County Chief Deputy Clerk/Election Administrator  
(775)782-9023

T40174400H  
PV 040 0000 1549934  
101 040 0000 1050-11-8504  
\$ 850.00  
PEND 3 *9/11/17*  
PEND 4 *S# 1/13/17*  
WARRANT # EF00009961790  
WARRANT DATE 1/13/17  
RSW001 DATE 1/13/17

Mailing: PO Box 218, Minden, NV 89423

# The Record-Courier

P.O. Box 1888  
 Carson City, NV 89702  
 Ph: (775)881-1201  
 Fax: (775) 887-2408

Account Number: #1057172

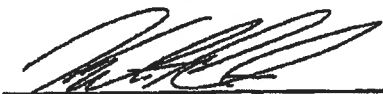
Legal Account  
 Douglas County Clerk Election  
 P.O. Box 218  
 Minden, NV 89423  
 Attn: Dena Abeyta

Kristin Ritter says:  
 That (s)he is a legal clerk of the RECORD COURIER, a newspaper published Wednesday, Friday and Sunday at Gardnerville, in the State of Nevada.

LEGAL Statewide Measures

AD# 0000028897

of which a copy is hereto attached, was published in said newspaper for the full required period of 1 time commencing on September 30, 2016, and ending on September 30, 2016, all days inclusive.

Signed: 

STATEMENT:

Date	Amount	Credit	Balance
09/30/16	\$2,607.84	\$ 0.00	\$2,607.84

## Notice of Statewide Measures for the November 8, 2016 General Election

The Record-Courier | Friday, September 30, 2016 | 121

STATE QUESTION NO. 1

Amendment to Title 15 of the Nevada Revised Statutes

Shall Chapter 202 of the Nevada Revised Statutes be amended to prohibit, except in certain circumstances, a person from selling or transferring a firearm to another person unless a federally-licensed dealer first conducts a federal background check on the potential buyer or transferee?

Yes  No

### EXPLANATION & DISSENT

**EXPLANATION**—The ballot measure proposes to amend Chapter 202 of the Nevada Revised Statutes to prohibit, except in certain defined circumstances, any person who is not a licensed dealer, importer, or manufacturer of firearms from selling or transferring a firearm to another individual person unless a licensed dealer first conducts a background check on the buyer or transferee. To request the required background check, the dealer would require both the seller/transferrer and the buyer/transferee to appear jointly with the firearm before a federally-licensed firearms dealer. The background check would be conducted using the National Instant Criminal Background Check System administered by the Federal Bureau of Investigation (FBI), and the federally-licensed dealer would be able to charge a reasonable fee for conducting the background check and receiving information regarding the results of the check.

The measure would establish various exemptions to the mandatory background check requirements, including:

- The sale or transfer of a firearm by or to any law enforcement agency;
- To the extent the or she is acting within the course and scope of his or her employment and official duties, the sale or transfer of a firearm by or to any law enforcement agency;

We need to close this dangerous loophole and make sure critical background checks are required on all gun sales in Nevada. Please vote yes on Question 1.

The above argument was submitted by the Ballot Question Committee composed of citizens in favor of this question as provided for in NRS 202.252. Committee members: Matt Griffin (Chair), Members for Background Checks: Josh Jones, photo clerk, Estate Mgmt, Members for Background Checks: Amanda to NRS 202.252(2)(b), the Committee does not believe the measure will have any environmental impact. This argument, including citations, can be found at <http://ballotquestions.com>

1. 18 USC § 922(b); Nev. Rev. Stat. § 202.380.
2. 18 USC § 922(h).
3. Elevation for Gun Safety Support Fund, State Background Check Requirements and Fees of Domestic Violence Homicide, January 15, 2015, <http://www.gunsafety.org>.
4. Elevation for Gun Safety Support Fund, State Background Check Requirements and Fees of Domestic Violence Homicide, January 15, 2015, <http://www.gunsafety.org>.
5. Elevation for Gun Safety Support Fund, Nevada Law Enforcement Deaths and Legal Fees, November 9, 2015, <http://www.law.com>.
6. Elevation for Gun Safety Support Fund, The FBI Will Help: Investigating Gun Homicides in Nevada, January 29, 2016, <http://www.fbi.gov>.
7. Letter from the Nevada Association of Public Safety Officers, January 12, 2016, and Letter from the Las Vegas Fraternal Order of Police, February 2, 2016, <http://www.fop13.org>.
8. Letter from Nevada Patrol Officers Association, February 2, 2016.
9. Letter from Nevada Patrol Officers Association, February 2, 2016.
10. Letter from the Nevada State Education Association, April 11, 2016.

DISSENT: THE ASSOCIATION OF NEWS PUBLISHERS

# CONSTITUTIONAL AMENDMENTS

In compliance with NRS 263.253(3) the Douglas County Clerk-Treasurer's Office, hereby causes to be published the full text of any such constitution or amendment and its consideration, explanation, opponents, rebuttals and fiscal note.

Sample ballots will be mailed October 17, 2016. Please visit [SorbathDouglas.com](http://SorbathDouglas.com) to view your full sample ballot body.

STATE QUESTION NO. 3

Amendment to the Nevada Constitution  
Full Text

1. The People of the State of Nevada declare that it is the policy of the State that electric markets be open and competitive so that all electricity customers are afforded meaningful choices among different providers, and that economic and regulatory burdens be identified in order to promote competition and choices in the electric energy market. This Act shall be liberally construed to achieve this purpose.

2. Effective upon the date set forth in subsection 3, every person, business, association of persons or businesses, state agency, political subdivision of the State of Nevada, or any other entity in Nevada has the right to choose the provider of its electric utility service, including, but not limited to, selecting providers from a competitive retail electric market, or by producing electricity for themselves or in association with others, and shall not be forced to purchase energy from one provider. Nothing herein shall be construed as limiting such persons' or entities' rights to set rates or otherwise dispose of electricity.

3. (a) Not later than July 1, 2023, the Legislature shall provide by law for providers consistent with this Act to establish an open, competitive retail electric energy market to ensure that providers are established that enable customers to seek, obtain, and competitively priced electricity, including, but not limited to, providers that reduce costs to customers, protect against service discontinuities and unfair practices, and prohibit the sale of monopolies and exclusive franchises for the generation of electricity. The Legislature need not provide for the deregulation of transmission or

- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.
- Energy and Economic Development (2013), available at <http://www.nv.gov/energy/2013/03/06/energy-and-economic-development-2013>.

# The Record-Courier

P.O. Box 1888  
Carson City, NV 89702  
Ph: (775)881-1201  
Fax: (775) 887-2408

Account Number: #1057172

Legal Account  
Douglas County Clerk Election  
P.O. Box 218  
Minden, NV 89423  
Attn: Dena Abeyta

Kristin Ritter says:  
That (s)he is a legal clerk of the RECORD COURIER, a newspaper published Wednesday, Friday and Sunday at Gardnerville, in the State of Nevada.

Constitutional Amendments 3 pages  
AD# 0000028905

of which a copy is hereto attached, was published in said newspaper for the full required period of 3 time commencing on September 30, 2016, and ending on October 14, 2016, all days inclusive.

Signed: \_\_\_\_\_

STATEMENT:

Date	Amount	Credit	Balance
10/14/16	\$4,847.25	\$ 0.00	\$4,847.25



# ELKO COUNTY CLERK

550 Court Street, 3rd Floor • Elko, Nevada 89801-3518  
775-753-4600 • Fax 775-753-4610  
[www.elkocountynv.net](http://www.elkocountynv.net)

ELKO COUNTY CLERK  
Carol Fosmo  
[cfosmo@elkocountynv.net](mailto:cfosmo@elkocountynv.net)

CHIEF DEPUTY CLERK  
Kris Jakeman  
[kjakeman@elkocountynv.net](mailto:kjakeman@elkocountynv.net)

Office of the  
Secretary of State  
*Barbara K. Cegavske*  
Barbara K. Cegavske  
Elections Division

RECEIVED  
By M. Camacho at 2:31 pm, Dec 28, 2016

December 26, 2016

Honorable Barbara K. Cegavske  
Nevada Secretary of State  
Attn: Katie Siemon-Martin – Elections Department  
101 N Carson Street, Suite 3  
Carson City, NV 89701-4786

RE: Elko County Ballot Stock and Publication Cost Reimbursement

Dear Katie,

Pursuant to NAC 293.200, I am requesting reimbursement from the State of Nevada for the ballot stock that was used for our absentee and mailing precinct ballots for the November 8, 2016 General Election. The cost as quoted from ProVote Solutions is \$170.00/M. We ordered 3,700 ballots for a reimbursement total of \$629.00. I have attached invoice copies for your review.

Pursuant to NRS 293.253(6), I am also requesting reimbursement from the State of Nevada for the cost of publication relating to the statewide questions, explanations, arguments, rebuttals and fiscal notes. I have received information from the Elko Daily Free Press regarding the costs for the various publications and attached copies for your review. Pursuant to the information received, I am requesting reimbursement for all publications in the amount of \$8,021.60. The breakdown is as follows: cost for the October 1, 2016 publication would be 4 questions at \$1,145.03 each, ~~\$4,580.12~~ total, cost for the October 8<sup>th</sup> and 15<sup>th</sup> publications for 2 questions at \$860.37 times 4 is a total of ~~\$3,441.48~~.

*\$ 8,021.60*

Thank you in advance! If anything further is required, please let me know.

Sincerely,  
*Carol Fosmo*  
Carol Fosmo  
Elko County Clerk

Email: [nvelect@sos.nv.gov](mailto:nvelect@sos.nv.gov)

T 81072742V  
PV 040 00001549936  
101 040 0000 1050-11- 7505  
\$ 629.00  
PEND 3 OK 1/13/17  
PEND 4 SA 1/13/17  
WARRANT # EF00009961805  
WARRANT DATE 1/13/17  
RSW001 DATE 1/13/17



ELKO COUNTY CLERK  
  
571 IDAHO STREET - 3RD FLOOR  
ELKO NV 89801

Customer Nbr: 60000434  
Phone: (775) 753-4600  
Date: 10/07/2016  
Page: 1

Amount Paid: \_\_\_\_\_ Card #: \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Check #: \_\_\_\_\_ Signature: \_\_\_\_\_



Date: 10/01/2016 Ref #: 30745 Total: 5388.37

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send credit card payment to the remittance address located in the upper right corner. You may also send the coupon to a secure fax at 775-738-2215.

Date	Reference #	Type	Description	Lines	Total
10/01/16	30745	INV	8 page std NTC GENERAL ELECTION	10	5,388.37

*Other local questions included in this amount  
State only pay for certain ones.*

Remarks: \_\_\_\_\_ Total Due: 6,388.37

# Advertising Invoice

Elko Daily Free Press

C/O Lee Enterprises  
PO Box 540  
Waterloo, IA 50704-0540

ELKO COUNTY CLERK  
571 IDAHO STREET - 3<sup>RD</sup> FL  
ELKO, NV 89801

Cust.:60000434 Phone #:775-753-4600

Inv #:30855

Date : 10-17-16

NOTICE/GENERAL ELECTION

\$8097.60

*Other local questions included in this amount.  
State only pay for certain ones.*

To charge this amount to your credit card, please complete the following information and return to the address above:  VISA  Mastercard  Discover  American Express

Card # \_\_\_\_\_ Exp \_\_\_\_\_

Signature \_\_\_\_\_

**Carol Fosmo**

---

**From:** Seana Chapman <SChapman@elkodaily.com>  
**Sent:** Thursday, December 08, 2016 10:34 AM  
**To:** Carol Fosmo  
**Subject:** RE: 2016 General Publication Cost Breakdown

**Carol: So I worked with one of our most experienced Executive Sales reps and this is what we worked it out to be.**

**Ballot – October 1, 2016**

**Total : \$5,388.37**

**Each question \$1,145.03 x 4 = \$4580.12**

**Ballot = October 8 and 15, 2016**

**Total : \$8,097.60**

**Each question \$860.37 x 2 = \$1,720.74 x 2 = 3441.48**

**Does this work?**

8021.60

Thank you for your business  
Seana K. Chapman  
Legal Advertising/Online  
Employment and Classifieds Specialist  
775-748-2738

***Elko Daily Free Press***

- \* Affidavit of publication will be mailed out within 5 TO 7 BUSINESS days
- \* Legals deadline is 72 hours
- \* Credits will only be issued to canceled legal notices if they are cancelled 48 hours before first publication
- \* Please include your account number on all legal requests

The *Elko Daily Free Press* reaches over **21,000 readers PER DAY** with both our print & digital products!

**ELKO DAILY FREE PRESS**

[www.elkodaily.com](http://www.elkodaily.com)



[www.miningquarterly.com](http://www.miningquarterly.com)

# LAS VEGAS REVIEW-JOURNAL

PO Box 920  
Las Vegas NV 89135-0920

## LEGAL INVOICE

START	STOP	NEWSPAPER REFERENCE / PO	DESCRIPTION	PRODUCT	SIZE / QTY	BILLED UNITS	TIMES RUN	AMOUNT
9/8-9/22/2016		0000857847	GENERAL ELECTION -- BALLOT QUESTIONS	TONOPAH TIMES BONANZA			3	\$1,164.00
		0000857961	STATE QUESTIONS-PG 1				3	\$2,043.00
		0000857962	STATE QUESTIONS-PG 2				3	\$2,043.00
		0000857963	STATE QUESTIONS-PG 3				3	\$2,043.00
		0000857964	STATE QUESTIONS-PG 4				3	\$1,533.00
		0000857968	STATE QUESTIONS-PG 5					

TOTAL AMOUNT DUE
\$10,869.00

CREDIT REP / PHONE #	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER INFORMATION	ADVERTISER / CLIENT NAME
KELLY (702) 387-5271		25587	ADVERTISER/CLIENT NUMBER 25587	ESMERALDA CO CLERK

MAKE CHECKS PAYABLE TO: Las Vegas Review-Journal

# LAS VEGAS REVIEW-JOURNAL

PO Box 920  
Las Vegas NV 89125-0920

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

BILLING PERIOD	ADVERTISER / CLIENT NAME
	ESMERALDA CO CLERK
TOTAL AMOUNT DUE	TERMS OF PAYMENT
\$10,869.00	Due on the 15th of the month.

000025587000085220100001086900000045

### LEGAL INVOICE

PAGE #	BILLING DATE	BILLING ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	8-Sep-16	ESMERALDA CO CLERK P O BOX 547 GOLDFIELD NV 89013	Las Vegas Review-Journal PO Box 920 Las Vegas NV 89125-0920
BILLED ACCOUNT NUMBER		25587	
AD ORDER NUMBER		SEE ABOVE	

**Kathryn Siemon-Martin**

---

**From:** Beverly Conley <BConley@EurekaCountyNV.gov>  
**Sent:** Thursday, November 17, 2016 1:51 PM  
**To:** Kathryn Siemon-Martin  
**Subject:** Request for Reimbursement  
**Attachments:** SKMBT\_C36016111714300.pdf

Katie,

Here is our request for reimbursement for publishing state ballot questions and for ballot stock. Let me know if you have any questions.

---

*Beverly Conley*

Eureka County Clerk/Treasurer

PO Box 677

10 S. Main Street

Eureka, NV 89316

[BConley@EurekaCountyNV.gov](mailto:BConley@EurekaCountyNV.gov)

Office (775) 237-5262

Cell (775) 318-0101

*incurred*

**Eureka County**  
2016 General Election

October 17, 2016

Request for Reimbursement for Ballot Stock and Publication of State of Nevada Ballot Questions

To: Katie Siemon-Martin  
Nevada Secretary of State's office

Qty	Description	Unit Price	Unit Total
875	Ballot Stock - Official Ballots 900 @ \$170/M	\$ 0.17	\$ 148.75
45	Duplicate Ballots	\$ 0.17	\$ 7.65
25	Provisional Ballots	\$ 0.17	\$ 4.25
1	Printing of all 2016 State of Nevada Ballot Questions - 09/29/16	3,200.00	<del>3,200.00</del>
2	State Ballot Questions #3 & #4 Only - 10/6/16 & 10/13/16	1,280.00	<del>2,560.00</del>

*160.65*  
*5160.00*

**Total \$ 5,920.65**

*78097598*

PV 040 00001549959  
101 040 0000 10501-11-9507  
\$ *160.65*  
PEND 3 *OK 11/1/17*  
PEND 4 *SH 11/13/17*

WARRANT # *EF 00009961799*  
WARRANT DATE *11/13/17*  
RSW001 DATE *11/13/17*

2016/11/21

Tami Rae Spero  
County Clerk

Dolores Shields  
Deputy

Jody Clark  
Deputy

# Humboldt County Clerk

Humboldt County Courthouse

Carmen Smock  
Deputy

Elisha Formby  
Deputy

Niki Linn  
Human Services Coordinator

## M E M O R A N D U M

To: Nevada Secretary of State

From: Humboldt County Clerk

Subject: 2016 General Election Cost Reimbursement - Humboldt County

Date: November 21, 2016

The following item is being submitted for reimbursement per NRS 293.253 and NRS 293B.210:

1,824 General Ballot Stock @ 170.00/M \$310.08

Publication of Statewide Questions (Constitutional amendment 3x & statute change 2x):

\$15,295.00

Attached you will find a copy of an invoice submitted by Pro-Vote Solutions and an e-mail from Chuck Rivera detailing the method by which to determine the cost of the ballot stock as well as copies of the invoices from the Humboldt Sun related to the publication of the statewide questions. Should you have any questions please contact me at (775) 623-6343. Thank you.

Tami Rae Spero - Humboldt County Clerk

T 401,395.00 R

PV 040 0000 1550065  
101-040 0000 1050-11-2509  
\$ 310.08  
PEND 3 9/11/17  
PEND 4 3/11/17

VIARRANT # EF00009961788  
VIARRANT DATE 11/3/17  
RSW001 DATE 11/3/17

WINNEMUCCA PUBLISHING CO. INC.  
 PUBLISHERS OF THE HUMBOLDT SUN, BATTLE  
 MOUNTAIN BUGLE, LOVELOCK REVIEW MINER,  
 NEVADA RANCHER, & MAILBOX NEWS  
 1022 S. GRASS VALLEY RD  
 WINNEMUCCA, NV 89445  
 775-623-5011

008011

1

STATEMENT/INVOICE

09/30/16

HU CO CLERK  
 ATTN: ACCOUNTS PAYABLE  
 50 W 5TH ST  
 WINNEMUCCA NV 89445

N 30 2% FC

	PREVIOUS BALANCE			
09/28/16	30-STATE BALL. QUEST 9 PG	0.00	0.00	
09/28/16	30-COUNTY BALLOT QUESTION	70.00	0.00	

~~2,245.00~~  
 805.00

Current	Over 30	Over 60	Over 90	Over 120	Balance Due
8050.00	0.00	0.00	0.00	0.00	\$8,050.00

YOU HAVE 30 DAYS TO DISPUTE THIS STATEMENT/INVOICE.



WINNEMUCCA PUBLISHING CO. INC.  
 PUBLISHERS OF THE HUMBOLDT SUN, BATTLE  
 MOUNTAIN BUGLE, LOVELOCK REVIEW MINER,  
 NEVADA RANCHER, & MAILBOX NEWS  
 1022 S. GRASS VALLEY RD  
 WINNEMUCCA, NV 89445  
 775-623-5011

008011

1

STATEMENT/INVOICE

10/31/16

HU CO CLERK  
 ATTN: ACCOUNTS PAYABLE  
 50 W 5TH ST  
 WINNEMUCCA

NV 89445

N 30 2% FC

	PREVIOUS BALANCE				\$8,050.00	
10/05/16	30-STATE BALL QUEST 5 PGS	0.00	0.00		<del>4,025.00</del>	
10/05/16	30-COUNTY BALLOT QUESTION	70.00	0.00		805.00	
10/12/16	30-STATE BALL QUEST 5 PGS	0.00	0.00		<del>4,025.00</del>	
10/12/16	30-COUNTY BALLOT QUESTION	70.00	0.00		805.00	
10/20/16	CHECK 210752 - DISPLAY					\$8,050.00
Current	Over 30	Over 60	Over 90	Over 120		Balance Due
9660.00	0.00	0.00	0.00	0.00		\$9,660.00

YOU HAVE 30 DAYS TO DISPUTE THIS STATEMENT/INVOICE.

WINNEMUCCA PUBLISHING CO. INC.  
 PUBLISHERS OF THE HUMBOLDT SUN, BATTLE  
 MOUNTAIN BUGLE, LOVELOCK REVIEW MINER,  
 NEVADA RANCHER, & MAILBOX NEWS  
 1022 S. GRASS VALLEY RD  
 WINNEMUCCA, NV 89445  
 775-623-5011

LCOCL 1

STATEMENT/INVOICE 10/31/16

**LANDER CO. CLERK**

ATTN: ACCOUNTS PAYABLE  
 50 state route 305  
 BATTLE MOUNTAIN NV 89820-4300 N 30 2& FC

	PREVIOUS BALANCE			\$10,051.06
10/05/16	30-ST BALL QUEST 5 PAGES	0.00	0.00	4,025.00
10/05/16	30-CTY BALLOTT QUEST.	70.00	0.00	805.00
10/05/16	50-REGISTERED VOTERS	6.00	0.00	53.70
10/12/16	30-ST BALL QUEST 5 PAGES	0.00	0.00	4,025.00
10/12/16	30-CTY BALLOTT QUEST.	70.00	0.00	805.00
10/12/16	2632 PUBLIC NOTICE	5.00	35.80	192.50
10/19/16	50-EARLY VOTE SCHEDULE	6.00	0.00	53.70
10/26/16	50-EARLY VOTE SCHEDULE	6.00	0.00	53.70
10/26/16	50-GEN ELECTION BALLOT	10.00	0.00	89.50
10/31/16	Service Charge			251.28

Current	Over 30	Over 60	Over 90	Over 120	Balance Due
10354.38	8098.81	1662.43	168.43	121.39	\$20,405.44

YOU HAVE 30 DAYS TO DISPUTE THIS STATEMENT/INVOICE.

001.002.53300.88  
 11/15/16

RECEIVED  
 NOV 9 7 2016  
 LANDER CO. CLERK



## LINCOLN COUNTY CLERK

*Lisa C. Lloyd*  
Lincoln County Clerk

P.O. Box 90 Pioche, Nevada 89043  
(775) 962-8000 Fax (775) 962-5180  
Email - [Lloyd@lincolnv.com](mailto:Lloyd@lincolnv.com)

*Shannon R. Miller*  
Deputy Clerk

November 30, 2016

Barbara Cegavske  
Secretary of State  
101 N Carson Street, Suite 3  
Carson City, NV 89701

VIA EMAIL

Honorable Secretary Cegavske:

Attached please find the invoice that includes the publication costs for the state questions. I am requesting reimbursement in the amount of \$7,976.25.

I appreciate your prompt attention to this matter. If you have any questions or comments regarding this issue, please feel free to contact me.

Respectfully,

Lisa C. Lloyd  
Lincoln County Clerk

Battle Born Media, LLC

509 Hotel Plaza  
Boulder City, NV 89005

# Invoice

Date	Invoice #
11/9/2016	LC16-110922

<b>Bill To</b>  LC Clerk PO Box 90 Pioche NV 89043	<b>Battle Born Media, LLC newspapers include:</b>  The Ely Times and Eureka Sentinel - 775-289-4491 Sparks Tribune - 775-358-8062 Mineral County Independent News - 775-945-2414 Mesquite Local News - 702-346-6397 Lincoln County Record - 775-725-3232
--	--

Item	Description	Qty	Rate	Amount
Legal Ad	10/7, 10/14, 1x5.5 Close of Registration	2	41.25	82.50
Legal Ad	10/7, 10/14, 1x4.5 Register to Vote	2	33.75	67.50
Legal Ad	10/7, 1x2 Public Hearing	1	15.00	15.00
Legal Ad	10/07, 10/14, 10/21, 1x36 Ballot Question 1 - pd	3	270.00	-810.00
Legal Ad	10/07, 10/14, 10/21, 1x27 Ballot Question 2 - pd	3	202.50	-607.50
Legal Ad	10/07, 10/14, 10/21 1x89 State Questions 1 Full - pd	3	667.50	-2,002.50
Legal Ad	10/07, 10/14, 10/21, 1x105.5 State Questions 2 Full - pd	3	791.25	-2,373.75
Legal Ad	10/07, 10/14, 10/21 1x92 State Questions 3 Full - pd	3	690.00	-2,070.00
Legal Ad	10/07, 10/14, 10/21 1x68 State Questions 4 Full - pd	3	510.00	-1,530.00
Legal Ad	10/14, 10/21, 10/28 1x2.5 Early Voting - pd	3	18.75	-56.25
Legal Ad	10/07, 10/14, 10/21, 10/28, 4x5.5 Lincoln County Ordinance 2016-16	4	41.25	-165.00

79.16.25  
 58.91.66

Please make your check payable to: <b>Battle Born Media, LLC</b> Please include your invoice # on your check	<b>Total</b>	\$9,780.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$9,780.00

**Janet Kinney**

---

**From:** Nikki Bryan <nbryan@lyon-county.org>  
**Sent:** Tuesday, December 20, 2016 2:15 PM  
**To:** Kathryn Siemon-Martin  
**Subject:** request for reimbursement  
**Attachments:** ballots.pdf; publication.pdf; PUBLICATION OF GENERAL ELECTION 2016.pdf

**Here is my request for reimbursement for ballot stock and publication:**

**Ballot stock - 2825 ballots at \$170/M = \$480.25**

**Publication cost for state questions = \$11,718.75**

**Total requested for reimbursement = \$12,199.00**

**Attached are invoices. Let me know if you need anything else. Thank you!**

***Nikki Bryan***

***~~Lyon County~~ Clerk/Treasurer***

***27 S. Main Street***

***Yerington, NV 89447***

***nbryan@lyon-county.org***

***(775) 463-6501***

***FAX (775) 463-5305***

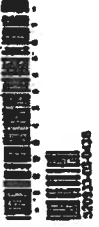
**RGJ**  
**media**  
 A GANNETT COMPANY  
 P.O. Box 677345  
 Dallas TX 75267-7345  
 (866) 866-8521

**ADVERTISING INVOICE / STATEMENT**

**Terms:**  
 If the ending balance of any statement is not paid in full by the 24th of the month, that portion of it which remains unpaid will be assessed a **FINANCE CHARGE** of 1%. The minimum charge will be \$.50.

**PLEASE MAKE YOUR PAYMENT PAYABLE TO:**  
 Reno Gazette-Journal  
 PO Box 677345, Dallas TX 75267-7345

3121680000000000000000000048043740356250010114



LYON COUNTY CLERK/TREASURER  
 27 S MAIN ST  
 YERINGTON NV 89447-2571



<b>CUSTOMER NO.</b>	<b>INVOICE NO.</b>
312168	0004804374
<b>DUE DATE</b>	<b>AMOUNT DUE</b>
10/20/16	15,625.00
<b>FOR THE PERIOD</b>	<b>THRU</b>
08/29/16	09/25/16
<b>AMOUNT PAID</b>	

**PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE**

DATE	EDT	CLASS	DESCRIPTION	TIMES RUN	COL	DEPTH	TOTAL SIZE	RATE	AMOUNT
0829			PREVIOUS BALANCE						.00
0914	CIN		NOTICE OF GENERAL ELECTION	1		0	1482		
0921	CIN		NOTICE OF GENERAL ELECTION	1		0	1482		
0919			PPT1008043 MVN 9/14,21,28						15,625.00

GET THE CONVENIENCE OF ONLINE INVOICES  
 WITH E-INVOICES BY CONTACTING YOUR SALES REP OR  
 CALL OUR BILLING SPECIALIST AT 1-866-866-8521 TO SIGN-UP!

*Not all questions are billable to the state.*

Inv# 0004804374 \$ 15,625.00  
 RENO GAZETTE-JOURNAL  
 09/25/2016 # Pages 3 FP3 DOC30S18573

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL DUE
15,625.00	.00	.00	.00	.00	15,625.00
					<b>SALES PERSON</b>
					BIRD, KIMBERLY

**Billing Credits:** Any claim by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to the Newspaper within sixty (60) days of the invoice date or the claim will be waived.

CUSTOMER NO.	NAME	INVOICE NUMBER	AMOUNT PAID
312168	LYON COUNTY CLERK/TREASURER	0004804374	
		<b>DUE DATE</b>	
		10/20/16	

**RGJ**  
**media**  
 A GANNETT COMPANY  
 (866) 866-8521

For your records:  
**ADVERTISING INVOICE**

RENO GAZETTE-JOURNAL  
Publishers of  
RENO GAZETTE-JOURNAL  
958 Kuenzli St. P.O. Box 22090 RENO, NV 89520 PHONE: (775) 786-8300  
Legal Advertising Office (775) 786-8394

Customer Account #	312168
PO# /ID#	2016 ELECTION QUESTIONS
Ad Cost	\$16,825.00

LYON COUNTY CLERK/TREASURER  
27 S. MAIN STREET  
YERINGTON NV 89447-2571

PROOF OF PUBLICATION

SEE ATTACHED

STATE OF NEVADA  
COUNTY OF WASHOE

Signed by: *Kim Bnd*

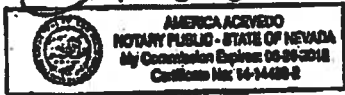
Being first/fully sworn, deposes and says:  
That as the legal clerk of the RENO  
GAZETTE-JOURNAL, a daily newspaper  
published in Reno, Washoe County,  
State of Nevada, that the notice:  
2016 Lyon County Election Questions

has published in each regular and entire  
issue of said newspaper on the following  
dates to wit:  
September 14, 21, 28, 2016

Signed: *Kim Bnd*

Date: 10/18/16

Notary Public *[Signature]*



**NOTICE OF GENERAL ELECTION**

NOTICE IS HEREBY GIVEN that on Tuesday, the 8th day of November 2016, the General Election will be held for the purpose of voting for candidates as listed below, together with the offices to which they seek election:

#	PRECINCT NAME	POLLING LOCATION NAME	ADDRESS	CITY	ST
01	EAST MASON VALLEY #1	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
02	EAST MASON VALLEY #2	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
03	WEST MASON VALLEY #1	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
04	WEST MASON VALLEY #2	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
05	WEST MASON VALLEY #3	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
06	SPRAGG-PLUMMER	Pioneer Crossing Conference Cntr	11 N. Main St.	Yerington	NV
07	SMITH VALLEY #1	Smith Valley Library	22 Day Lane	Smith	NV
08	SMITH VALLEY #2	Smith Valley Library	22 Day Lane	Smith	NV
09	SOUTH DAYTON #1	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
10	SOUTH DAYTON #2	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
11	SOUTH DAYTON #3	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
12	SOUTH DAYTON #4	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
13	NORTH DAYTON #1	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
14	NORTH DAYTON #2	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
15	NORTH DAYTON #3	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
16	NORTH DAYTON #4	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
17	NORTH DAYTON #5	Dayton High School	335 Old Dayton Valley Rd	Dayton	NV
18	MOUND HOUSE #1	Mound House Firehouse	56 Red Rock Rd	Mound House	NV
19	MOUND HOUSE #2	Mound House Firehouse	56 Red Rock Rd	Mound House	NV
20	SILVER CITY	Silver City Community Cntr	385 High Street	Silver City	NV
21	STAGECOACH #1	Stagecoach Community Cntr	8204 Hwy 50	Stagecoach	NV
22	STAGECOACH #2	Stagecoach Community Cntr	8204 Hwy 50	Stagecoach	NV
23	SILVER SPRINGS #1	Silver Springs Community Cntr	2945 Ft. Churchill	Silver Springs	NV
24	SILVER SPRINGS #2	Silver Springs Community Cntr	2945 Ft. Churchill	Silver Springs	NV
25	SILVER SPRINGS #3	Silver Springs Community Cntr	2945 Ft. Churchill	Silver Springs	NV
26	SILVER SPRINGS #4	Silver Springs Community Cntr	2945 Ft. Churchill	Silver Springs	NV
27	FERNLEY #1	Fernley High School	1300 Hwy 95A	Fernley	NV
28	FERNLEY #2	Fernley High School	1300 Hwy 95A	Fernley	NV
29	FERNLEY #3	Fernley High School	1300 Hwy 95A	Fernley	NV
30	FERNLEY #4	Fernley High School	1300 Hwy 95A	Fernley	NV
31	FERNLEY #5	Fernley High School	1300 Hwy 95A	Fernley	NV
32	FERNLEY #6	Fernley High School	1300 Hwy 95A	Fernley	NV
33	FERNLEY #7	Fernley High School	1300 Hwy 95A	Fernley	NV
34	FERNLEY #8	Fernley High School	1300 Hwy 95A	Fernley	NV
35	FERNLEY #9	Fernley High School	1300 Hwy 95A	Fernley	NV
36	FERNLEY #10	Fernley High School	1300 Hwy 95A	Fernley	NV
37	FERNLEY #11	Fernley High School	1300 Hwy 95A	Fernley	NV
38	FERNLEY #12	Fernley High School	1300 Hwy 95A	Fernley	NV
39	FERNLEY #13	Fernley High School	1300 Hwy 95A	Fernley	NV
40	FERNLEY #14	Fernley High School	1300 Hwy 95A	Fernley	NV

The polls will open at 7:00 a.m. and continue open until 7:00 p.m. of the same day.  
**FEDERAL OFFICES**

**UNITED STATES PRESIDENT AND VICE-PRESIDENT**

CASTLE, DARRELL / BRADLEY, SCOTT  
 CLINTON, HILLARY / KAINE, TIM  
 DE LA FUENTE, ROQUE "ROCKY" / STEINBERG, MICHAEL  
 JOHNSON, GARY / WELD, BILL  
 TRUMP, DONALD J. / PENCE, MICHAEL R.

INDEPENDENT AMERICAN PARTY  
 DEMOCRATIC PARTY  
 NO POLITICAL PARTY  
 LIBERTARIAN PARTY OF NEVADA.  
 REPUBLICAN PARTY.

**UNITED STATES SENATOR**

CORTEZ MASTO, CATHERINE  
 GUMINA, TONY  
 HECK, JOE  
 JONES, TOM  
 SAWYER, THOMAS "TOM"  
 WILLIAMS, JARROD M.

DEMOCRATIC PARTY  
 NO POLITICAL PARTY  
 REPUBLICAN PARTY  
 INDEPENDENT AMERICAN PARTY  
 NO POLITICAL PARTY  
 NO POLITICAL PARTY

**UNITED STATES CONGRESSIONAL REPUBLICAN PARTY REPRESENTATIVE, DISTRICT 2**

AMODEI, MARK E.  
 EVANS, H.D. "CHIP"  
 EVERHART, JOHN H.  
 KNIGHT, DREW

REPUBLICAN PARTY  
 DEMOCRATIC PARTY  
 INDEPENDENT AMERICAN PARTY  
 NO POLITICAL PARTY

**UNITED STATES CONGRESSIONAL REPUBLICAN PARTY REPRESENTATIVE, DISTRICT 4**

BROWN, STEVE  
 HARDY, CRESSENT  
 KHUEN, RUBEN  
 LITTLE, MIKE

LIBERTARIAN PARTY OF NEVADA  
 REPUBLICAN PARTY  
 DEMOCRATIC PARTY  
 INDEPENDENT AMERICAN PARTY

**STATE OFFICES**

JUSTICE OF THE SUPREME COURT, SEAT A





**Christopher Nepper**  
**Mineral County Clerk-Treasurer**

Brenda Jones, Chief Deputy  
Bonnie DeMars, Deputy  
Heidi Johnson, Deputy

*Mineral County is an Equal Opportunity Provider & Employer*

November 17, 2016

Honorable Barbara Cegavske  
Nevada Secretary of State  
101 North Carson Street, Suite 3  
Carson City, NV. 89701-4786

Re: Ballot Stock Reimbursement

Dear Secretary Cegavske,

Mineral County hereby requests reimbursement for basic ballot stock costs, and also state questions 1 & 2 publication costs associated with the 2016 General Election held on November 8, 2016.

Basic Ballot Stock	170.00 x .750 = \$127.50
Question 1	\$765.00
Question 2	\$847.50
<b>Total Reimbursement Costs</b>	<b>\$1740.00</b>

Enclosed is the corresponding documentation. Should you have any questions or concerns, please contact me at 775-945-2446.

Best Regards,  
  
Christopher Nepper  
Mineral County Clerk-Treasurer

T 46291300  
PV 040 0001550077  
101 040 0000 1050-11-8512  
\$ 127.50  
PEND 3 9/11/17  
PEND 4 5/11/17  
WARRANT # E F00009961794  
WARRANT DATE 11/13/17  
RSW001 DATE 11/13/17

**FILED**  
NOV 28 2016  
SECRETARY OF STATE  
ELECTIONS DIVISION

**MINERAL COUNTY  
NEVADA**

Date: October 19, 2016

Department: General - Misc.

Address: 509 Hotel Plaza  
Boulder City, NV 89005

Pay To: Battle Born Media, LLC

Invoice Date	Charge to Account #	Invoice #	Acct.# / Descript.	AMOUNT
9/29/16	100-098-53340	H16-2026	2nd Qtr. tax notice	\$ 37.50
9/29/16	100-020-54400	H16-2036	Candidate List	\$600.00
9/29/16	100-020-54400	H16-2038	Registered Voter List	\$45.00
9/29/16	100-020-54400	H16-2030	State Question #1	\$765.00
9/29/16	100-020-54400	H16-2029	State Question #2	\$847.50
10/6/16	100-020-54400	H16-2109	Co. Question #1-AB191	\$273.76
10/6/16	100-020-54400	H16-2108	Co. Question #2 - Bond	\$195.00
<b>TOTAL</b>				<b>\$2,763.76</b>

The undersigned Claimant, being duly sworn, deposes and says that the above bill is correct and just, and that neither the whole nor any part thereof has been previously presented to nor allowed nor rejected by the Board of County Commissioners.

ATTEST: \_\_\_\_\_  
County Clerk or Notary Public

*Brenda Jones*  
On Behalf of Claimant



Approved by Board of County Commissioners

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Date Filed with Clerk 19-Oct-16

**FOR AUDITOR USE:**

Automatics:

Vendor Number:

Received by Clerk-Treasurer:

Batch Number:

**OFFICE OF THE NYE COUNTY CLERK  
SANDRA L. MERLINO**

**Tonopah Office  
Nye County Courthouse  
P.O. Box 1031  
101 Radar Road  
Tonopah, Nevada 89049  
Phone (775) 482-8127  
Fax (775) 482-8133**



**Pahrump Office  
Government Complex  
1520 East Basin Avenue  
Pahrump, Nevada 89060  
Phone (775) 751-7040  
Fax (775) 751-7047**

**November 17, 2016**

**Honorable Barbara K. Cegavske  
Secretary of State  
Elections Division  
101 N. Carson Street, Suite 3  
Carson City, Nevada 89701**

**RE: 2016 General Election Reimbursement Request**

**Dear Mrs. Cegavske:**

**Pursuant to NAC 293.200, I have enclosed a copy of the invoice from ProVote Solutions for the total cost of the ballot stock for the 2016 General Election as well as the invoices from the Las Vegas Review Journal for the publication of the statewide ballot questions.**

<b>ProVote Solutions</b>	<b>3350 Ballots (stock) (\$170.00/m x 3.350 = \$570.00) Total Cost \$570.00</b>
<b>Las Vegas Review Journal (Pahrump Valley Times)</b>	<b>Publication of Questions 1, 2, 3 &amp; 4 Total Cost \$8,613.00</b>

**The total amount due to Nye County is \$ 9,183.00.**

**Sincerely,**

*Sandra L. Merlino*  
**Sandra L. Merlino  
Nye County Clerk**

**Enc.**

**LEGAL INVOICE**

START	STOP	REFERENCE / PO	DESCRIPTION	PRODUCT	SIZE	TIMES RUN	AMOUNT
9/7/2016	X	0000858158	QUESTIONS 1 & 2 - PG 1	PAHRUMP VALLEY TIMES	FULL PAGE	1	\$801.00
		0000858160	QUESTIONS 1 & 2 - PG 2		FULL PAGE	1	\$901.00
		0000858162	QUESTIONS 1 & 2 - PG 3		1/2 PAGE	1	\$727.00
			PO# 10-0016123				

<b>TOTAL AMOUNT DUE</b>
\$2,529.00

<b>CREDIT REP / PHONE #</b> KELLY (702) 387-5271	<b>ADVERTISER INFORMATION</b>		
	<b>BILLING PERIOD</b>	<b>BILLED ACCOUNT NUMBER</b>	<b>ADVERTISER/CLIENT NUMBER</b>
		25586	25586
	<b>ADVERTISER / CLIENT NAME</b> NYE COUNTY CLERK		

MAKE CHECKS PAYABLE TO: Las Vegas Review Journal

PAHRUMP VALLEY TIMES  
1570 E HWY 372  
PAHRUMP NV 89048

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

<b>BILLING PERIOD</b>	<b>ADVERTISER / CLIENT NAME</b>
	NYE COUNTY CLERK
<b>TOTAL AMOUNT DUE</b>	<b>TERMS OF PAYMENT</b>
\$2,529.00	Due on the 15th of the month.

LEGAL INVOICE

00002558600000858158000025290000004505

PAGE #	BILLING DATE	BILLING ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	7-Sep-16	NYE COUNTY CLERK P O BOX 1031 TONOPAH NV 89049-1031	Las Vegas Review-Journal PO Box 920 Las Vegas NV 89125-0920
<b>BILLED ACCOUNT NUMBER</b>			
25586			
<b>AD ORDER NUMBER</b>			
0000858158/60/62			

# LAS VEGAS REVIEW-JOURNAL

PAHRUMP VALLEY TIMES  
1570 E HWY 372  
PAHRUMP NV 89048

*4.19m  
04/30/16*

## LEGAL INVOICE

START	STOP	REFERENCE / PO	DESCRIPTION	PRODUCT	SIZE	TIMES RUN	AMOUNT
9/7/2016		0000858615	STATE QUESTIONS 3 & 4 - PG 1	PAHRUMP VALLEY TIMES	FULL PAGE	1	\$2,703.00
		0000858618	STATE QUESTIONS 3 & 4 - PG 2		FULL PAGE	1	\$2,703.00
		0000858619	STATE QUESTIONS 3 & 4 - PG 3 PO# 10-0016123		X PAGE	1	\$678.00

<b>TOTAL AMOUNT DUE</b>
<b>\$6,084.00</b>

CREDIT REP / PHONE #	ADVERTISER INFORMATION		
KELLY (702) 387-5271	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
		25586	25586
			ADVERTISER / CLIENT NAME
			NYE COUNTY CLERK

MAKE CHECKS PAYABLE TO: Las Vegas Review Journal

# LAS VEGAS REVIEW-JOURNAL

PAHRUMP VALLEY TIMES  
1570 E HWY 372  
PAHRUMP NV 89048

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

BILLING PERIOD	ADVERTISER / CLIENT NAME
	NYE COUNTY CLERK
TOTAL AMOUNT DUE	TERMS OF PAYMENT
\$6,084.00	Due on the 15th of the month.

LEGAL INVOICE

00002558600008581580000608400000004505

PAGE #	BILLING DATE	BILLING ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1	9-Sep-16	NYE COUNTY CLERK P O BOX 1031 TONOPAH NV 89049-1031	Las Vegas Review-Journal PO Box 920 Las Vegas NV 89125-0920
BILLED ACCOUNT NUMBER			
25586			
AD ORDER NUMBER			
0000858615/18/19			

*Enclosure*

LACEY DONALDSON  
Clerk and Treasurer

CLERK - TREASURER  
~~Pershing County~~

RACHEL CRASPIN  
Deputy

TINA GALLAGHER  
Deputy

JANICE RITH HERFORD  
Deputy

November 17, 2016

Mr. Wayne Thorley  
Deputy Secretary for Elections  
Office of the Secretary of State  
101 North Carson St., suite 3  
Carson City, NV 89701

RE: 2016 General Election Ballot Expenses

Dear Wayne:

The reimbursable 2016 General Election expenses for Pershing County are as follows:

General Election Ballot Stock	\$ 93.50
Statewide Ballot Measures	<u>\$8,050.00</u>
	\$8,143.50

We have only been charged for the second and third publications of the ballot questions. Copies of the invoices are enclosed.

Should you require anything further, please contact me.

Sincerely,



Lacey Donaldson  
Clerk-Treasurer

ld

Enclosures

T 81641592 A

PV 040 00001550023  
101 040 0000 1050-11-2514  
\$ 93.50  
PEND 3 9/11/17  
PEND 4 8/11/17

WARRANT # EF0009961804  
WARRANT DATE 11/13/17  
RSW001 DATE 11/13/17

WINNEMUCCA PUBLISHING CO. INC.  
 PUBLISHERS OF THE HUMBOLDT SUN, BATTLE  
 MOUNTAIN BUGLE, LOVELOCK REVIEW MINER,  
 NEVADA RANCHER, & MAILBOX NEWS  
 1022 S. GRASS VALLEY RD  
 WINNEMUCCA, NV 89445  
 775-623-5011

PERCLK

1

STATEMENT/INVOICE

10/31/16

PERSHING CO CLERK  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 820  
 LOVELOCK

NV 89419-0820

N 30 28 FC

	PREVIOUS BALANCE			\$9,367.14	
10/05/16	30-ST BALL QUEST 3&4 5PGS	70.00	0.00	4,025.00	
10/05/16	30-COUNTY BALL QUESTIONS	70.00	0.00	805.00	
10/05/16	50-CLOSE OF ELECT.REGISTR	15.00	0.00	137.62	
10/11/16	CHECK 65327 - LEGAL				\$161.26
10/12/16	30-ST BALL QUEST 3&4 5PGS	70.00	0.00	4,025.00	
10/12/16	30-COUNTY BALL QUESTIONS	70.00	0.00	805.00	
10/12/16	50-CLOSE OF ELECT.REGISTR	15.00	0.00	137.62	
10/12/16	50-DESTROYING BALLOTS '14	4.00	0.00	35.80	
10/12/16	50-EARLY VOTING SCHEDULE	6.00	0.00	57.07	
10/12/16	50-NOT POSITION AVAILABLE	6.00	0.00	53.70	
10/19/16	50-EARLY VOTING SCHEDULE	6.00	0.00	57.07	
10/19/16	25-PERSHING CO ROAD DEPT	9.00	0.00	126.00	
10/26/16	50-EARLY VOTING SCHEDULE	6.00	0.00	57.07	
10/26/16	25-PERSHING CO ROAD DEPT	9.00	0.00	126.00	

\*\*\*\*Please make checks payable to:  
 Winnemucca Publishing  
 1022 Grass Valley Road  
 Winnemucca, NV 89445

*McComber*

# Storey County Clerk/Treasurer

26 South B Street  
Post Office Drawer D  
Virginia City, NV 89440  
Phone 775.847.0969 Fax 775.847.0921

DATE: November 30, 2016  
INVOICE # 2016-2  
FOR: Reimb.

Bill To:  
Nevada Secretary of State

DESCRIPTION	AMOUNT
Ballot Stock	\$ 153.00
ProDocument Solutions	
Publication of Questions	15,795.00
Comstock Chronicle	
<p><i>T 80054670 A</i></p> <p>PV 040 00001550084 101 040 0000 105C-11-8515 \$ 153.00 PEND 394 1/11/17 PEND 454 1/13/17</p> <p>WARRANT # EF00009961796 WARRANT DATE 1/13/17 RSW001 DATE 1/13/17</p>	
<b>TOTAL</b>	\$ 15,948.00

Make all checks payable to Storey County Clerk  
If you have any questions concerning this invoice, contact Vanessa

*Vanessa*

*Thanks!*



# Washoe County Registrar of Voters



P O Box 11130  
Reno NV 89520  
Phone (775) 328-3670 Fax (775) 328-3747

DATE: November 22, 2016  
INVOICE # 2016-4  
FOR: General Election,  
Publication of  
Statewide Questions

**Bill To:**  
Secretary of State  
Elections Division  
101 N Carson St, Ste 3  
Carson City NV 89701-4786  
(775) 684-5705

DESCRIPTION	AMOUNT
<b>2016 General Election</b>	
Publication in the Reno Gazette Journal - Statewide Ballot Questions 1 & 2, 10 pages, published one (1) time on 9/21/16	\$25,000.00
Publication in the Reno Gazette Journal - Statewide Ballot Questions 3 & 4, 8 pages, published three (3) times on 9/28/16, 10/5/16, & 10/12/16	\$60,000.00
Please note that it is imperative that the check be made payable to the <u>Washoe County Registrar of Voters</u> and not another entity within the Washoe County organization. Thank you!	
<b>TOTAL</b>	<b>\$ 85,000.00</b>

Make all checks payable to Washoe County Registrar of Voters  
If you have any questions concerning this invoice, contact Deanna Spikula,  
(775) 328-3674 or dspikula@washoecounty.us

THANK YOU!

**RENO GAZETTE-JOURNAL**  
**ADVERTISING PURCHASE ORDER ROP**  
 Please sign and fax to \_\_\_\_\_ at 775-788-6516

ORDER #: 526030 \_\_\_\_\_ Date: 9/15/2016  
 Business Name: WASHOE CO REGISTRAR OF VOTERS Account Number: 314819  
 Contact Name: Deanna Spkula Digital . PU PU w/ Chg New Spec  
 Reno Gazette Journal \_\_\_\_\_ Ballot Question 1&2 Contract Level: n/a

Product	Date	Site	Product	Ad Number	1st/2nd Position Request	Color (P/P or Spc)	Cost Rate or Quantity	CPM	Total Cost (per ad)
Reno Gazette Journal	9/21/16	10 PAGES	RGJ	PPT1007495		no	n/a		\$25,000.00

Package (y/n) Type \_\_\_\_\_ Separate IO's or same? \_\_\_\_\_ Total Amount Due: \$25,000.00

Website Position	
Campaign End Date	
Click Thru Address	

All customer proofs must be signed and faxed back with EITHER your changes, or your approval. Customer proofs that have not been approved and signed off are at risk of being canceled.

**MANUFACTURER CO-OP INFORMATION**

Co-op Invoice Request:	# of Tear Sheets to Accompany Manufacturer Co-op Invoice:
Mailing Address (if other than customer):	Street:
City:	State: Zip Code:

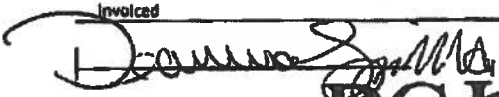
**Guaranteed Position:** First and 2nd position are requests only. Every effort will be made to accommodate your request, but does not guarantee placement in a specific section or on a specific page. To guarantee ad placement a 25% surcharge will be added to the total cost of your ad schedule. Guaranteed positions are based on availability.

**Corrections:** Advertiser shall notify the Newspaper of any errors in time for correction before the second insertion. The Newspaper shall not be liable to advertiser for any loss that results from the incorrect publication (including, without limitations, typographical errors), incorrect insertion or omission of advertiser's advertisements.

**Copyright:** All Advertising copy, which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic, or other reproduction in whole or part, of any such advertising copy for use in any other medium with the Newspaper's prior written consent.

I authorize the Reno Gazette-Journal to run the above advertising schedule. I acknowledge that this ad schedule may be cancelled or revised however ad rates based on frequency programs will be re-rated to the appropriate frequency level should cancellation occur. Furthermore, ads cancelled after space reservation deadline may be subject to a 25% late "kill" fee.

I authorize the Reno Gazette-Journal to charge my credit card (Visa, M/C, Discover)

Credit Card Number: \_\_\_\_\_ N/A \_\_\_\_\_ Exp. Date: n/a \_\_\_\_\_ Amount: \_\_\_\_\_  
 Name on the card: \_\_\_\_\_ Invoiced \_\_\_\_\_ SIC CODE \_\_\_\_\_ (on back of card)  
 Authorized Signature:  RGJ Representative: Barb Smith



**RENO GAZETTE-JOURNAL  
ADVERTISING PURCHASE ORDER ROP**

Please sign and fax to \_\_\_\_\_ at 775-788-6516

ORDER #: S26030	_____	Date: 9/15/2016
Business Name: WASHOE CO REGISTRAR OF VOTERS	_____	Account Number: 314819
Contact Name: _____	_____	Digital PU PU w/ Chg New Spec
Reno Gazette Journal	Ballot Question 3&4	Contract Level: n/a

Product	Date	Size	Product	Ad number	Class and Position	Color	Class Rate	CPM	Total Cost
Reno Gazette Journal	9/28/16	8 PAGES	RGJ	PPT1007543		no	N/A		\$20,000.00
Reno Gazette Journal	10/5/16	8 PAGES	RGJ	PPT1007543		no	N/A		\$20,000.00
Reno Gazette Journal	10/12/16	8 PAGES	RGJ	PPT1007543		no	N/A		\$20,000.00

Package (y/n) Type \_\_\_\_\_ Separate IO's or same? \_\_\_\_\_ Total Amount Due: \$60,000.00

Website Position	_____	See Formulation
Campaign End Date	_____	Time-Saving
Click Thru Address	_____	

All customer proofs must be signed and faxed back with EITHER your changes, or your approval. Customer proofs that have not been approved and signed off are at risk of being canceled.

**MANUFACTURER CO-OP INFORMATION**

Co-op Invoice Request:	# of Tear Sheets to Accompany Manufacturer Co-op Invoice:
Mailing Address (if other than customer):	Street:
City:	State: Zip Code:

**Guaranteed Position:** First and 2nd position are requests only. Every effort will be made to accommodate your request, but does not guarantee placement in a specific section or on a specific page. To guarantee ad placement a 25% surcharge will be added to the total cost of your ad schedule. Guaranteed positions are based on availability.

**Corrections:** Advertiser shall notify the Newspaper of any errors in time for correction before the second insertion. The Newspaper shall not be liable to advertiser for any loss that results from the incorrect publication (including, without limitations, typographical errors), incorrect insertion or omission of advertiser's advertisements.

**Copyright:** All Advertising copy, which represents the creative effort of the Newspaper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Newspaper, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic, or other reproduction in whole or part, of any such advertising copy for use in any other medium with the Newspaper's prior written consent.

I authorize the Reno Gazette-Journal to run the above advertising schedule. I acknowledge that this ad schedule may be cancelled or revised however ad rates based on frequency programs will be re-rated to the appropriate frequency level should cancellation occur. Furthermore, ads cancelled after space reservation deadline may be subject to a 25% late "kill" fee.

I authorize the Reno Gazette-Journal to charge my credit card (Visa, M/C, Discover)

Credit Card Number: _____	N/A	Exp. Date: _____	Amount: _____
Name on the card: _____	INVOICED	SIC CODE _____	(on back of card)
Authorized Signature: <i>Dorena Silva</i>	RGJ Representative: _____	Barb Smith	





**WHITE PINE COUNTY CLERK**

November 18, 2016

Katie Simeon-Martin  
Program Officer III  
Nevada Secretary of State's Office  
Elections Division

Sear Katie,

Please find the enclosed invoices for the publishing of the 2016 State Ballot Questions that are being submitted to you for reimbursement per NRS 293.253 and NAC 293.071. Invoice# E16-0930300 for \$5,760 is to publish all four ballot questions only for 2 weeks. Invoice# E16-1014271 for \$1,280 is to publish State questions 3 and 4 for one week only. If you need further documentation or information, please let me know. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nichole Baldwin".

Nichole Baldwin  
County Clerk  
Registrar of Voters

Battle Born Media, LLC

509 Hotel Plaza  
Boulder City, NV 89005

# Invoice

Date	Invoice #
9/30/2016	E16-0930300

Bill To	
WPC Clerk c/o White Pine County Finance 297 11th Street East Ely, NV 89301	Battle Born Media, LLC newspapers include: The Ely Times and Eureka Sentinel - 775-289-4491 Sparks Tribune - 775-358-8062 Mineral County Independent News - 775-945-2414 Mesquite Local News - 702-346-6397 Lincoln County Record - 775-725-3232

Item	Description	Qty	Rate	Amount
Legal Ad	State Bailor Questions 4 x 20 = 80 x 4.5 = 1/2 pg broadsheet - ran 2 times in Ely Times 09/30/16, 10/07/16	2	2,880.00	5,760.00
	4 State questions only ran 2 weeks in an insert			

Please make your check payable to: Battle Born Media, LLC Please include your invoice # on your check	<b>Total</b>	\$5,760.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$5,760.00

Battle Born Media, LLC

509 Hotel Plaza  
Boulder City, NV 89005

# Invoice

Date	Invoice #
10/14/2016	E16-1014271

**Bill To**  
 WPC Clerk  
 c/o White Pine County Finance  
 297 11th Street East  
 Ely, NV 89301

**Battle Born Media, LLC newspapers include:**  
 The Ely Times and Eureka Sentinel - 775-289-4491  
 Sparks Tribune - 775-358-8062  
 Mineral County Independent News - 775-945-2414  
 Mesquite Local News - 702-346-6397  
 Lincoln County Record - 775-725-3232

Item	Description	Qty	Rate	Amount
Legal Ad	Ballot Questions - 4 x 20 x 2 pages - Ely Times 10/14/16	1	1,280.00	1,280.00
	State questions # 3 + #4 ran one week in legal notices section			

Please make your check payable to: Battle Born Media, LLC Please include your invoice # on your check	<b>Total</b>	\$1,280.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,280.00

**NRS 293.253 Publication: Duties of Secretary of State and county clerk; costs.**

1. The Secretary of State shall provide each county clerk with copies of any proposed constitution, constitutional amendment or statewide measure which will appear on the general election ballot, together with the copies of the condensations, explanations, arguments, rebuttals and fiscal notes prepared pursuant to NRS 218D.810, 293.250 and 293.252.

2. Whenever feasible, the Secretary of State shall provide those copies on or before the first Monday in August of the year in which the proposals will appear on the ballot. Copies of any additional proposals must be provided as soon after their filing as feasible.

3. Each county clerk shall cause a copy of the full text of any such constitution or amendment and its condensation, explanation, arguments, rebuttals and fiscal note to be published, in conspicuous display advertising format of not less than 10 column inches, in a newspaper of general circulation in the county three times at intervals of not less than 7 days, the first publication to be on or before the first Monday in October. If no such newspaper is published in the county, the publication may be made in a newspaper of general circulation published in the nearest Nevada county.

4. If a copy of any such constitution or amendment is furnished by the Secretary of State too late to be published at 7-day intervals, it must be published three times at the longest intervals feasible in each county.

5. Each county clerk shall cause a copy of the condensation of any statewide measure and its explanation, arguments, rebuttals and fiscal note to be published on or before the first Monday in October in a newspaper of general circulation in the county. If no such newspaper is published in the county, the publication may be made in a newspaper of general circulation published in the nearest Nevada county.

6. The portion of the cost of publication which is attributable to publishing the questions, explanations, arguments, rebuttals and fiscal notes of proposed constitutions, constitutional amendments or statewide measures is a charge against the State and must be paid from the Reserve for Statutory Contingency Account upon recommendation by the Secretary of State and approval by the State Board of Examiners.

(Added to NRS by 1960, 250; A 1967, 846; 1975, 938; 1977, 1010; 1981, 752; 1987, 111; 1991, 1760; 1997, 3065; 2003, 1691; 2015, 3149)

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

February 8, 2017

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

From: Susan Brown, Executive Branch Budget Officer *SB*

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 EDUCATION**

Agenda Item Write-up:

Pursuant to NRS 353.097, subsection 4, the Department of Education requests approval to pay \$166,312.14 from the School Remediation Trust Account for a 2016 accounts payable for the rural English Language Learner program to the Lyon County School District.

Additional Information:

This claim was received from Lyon County School District January 30, 2017, by the Department of Education. Funds for this program balance forward from fiscal year 2016 to fiscal year 2017.

Statutory Authority:

NRS 353.097

REVIEWED: *SB*  
ACTION ITEM: \_\_\_\_\_



# STALE CLAIM REQUEST


To: Katrina Nielsen, Budget Analyst 4  
Department of Administration, Budget Division

Date: 1/31/17

RECEIVED

FEB 07 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

From: Andrea McCalla, ASO III   
Department of Education, Business & Support Division

Subject: Stale Claim for State Fiscal Year - 16

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: Lyon CSD

Vendor/Employee Number: T40233900

Invoice/Term Date: 06/30/16

Invoice Number: N/A

Invoice/Claim Amount: \$ 166,312.14

**Original Budget, Fund and Category Information**

Budget	Fund	Category	Amount
2615	101	16	\$ 166,312.14
<b>Total</b>			\$ 166,312.14

**Stale Claim Budget, Fund and Category Information**

Budget	Fund	Category	Amount
2615	101	16	\$ 166,312.14
<b>Total</b>			\$ 166,312.14

**Explanations: Reason for Stale Claim/Funding Allocations/Noted Attachments:**

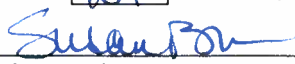
Request received in January 2017 for FY16 payment.

Authorized to pay from current fiscal year Acct? 17  
 [Indicate if full or partial payment from current year funds]

**BOARD OF EXAMINERS /BUDGET OFFICE USE ONLY**

**Approval for payment from**

Fund 101 B/A 2615


 2/8/17

Budget Analyst Date

---

Clerk of the Board Date

Note: Claims from the General Fund Stale Claims account over \$1,000 require Clerk approval



FY16

STATE CLAIM

RECEIVED JAN 30 2017

Request

Lyon County SD (10) - FY 2016 - SB 405 Zoom EL Funding

RECEIVED

General Information

Project Number

BUSINESS SERVICES  
NEVADA DEPARTMENT OF EDUCATION

16-289-10000

DUNS Number

80-0503919

C.F.D.A. Number

Voucher Number

Fiscal Summary

Allocation

\$346,187.00

Available Budget

\$346,187.00

Fiscal Information As Of

06/30/2016

Cash Received

\$30,594.15

Total Cash Basis Expenditures

\$196,906.29

Cash Balance On Hand

(\$166,312.14)

Cash Available

\$315,592.85

Total Amount Requested

\$166,312.14

FOR DEPARTMENT OF EDUCATION USE ONLY

Remarks:

T/D No. : T40233900

Allocation Source Type	Fund	Spending Plan Account No.	Category	Disbursement Code	Common Account No.	Program Project No.	Amount
State	101	2615	16	8611	N/A	N/A	\$166,312.14
Total							\$166,312.14

*Wendi Wyatt*  
Signature of Person Authorized to Approve Payment

1-30-17

Date Approved

5T

Payment Details

**Lyon County SD (10) - FY 2016 - SB 405 Zoom EL Funding**

Payment Summary

Request Amount: \$166,312.14  
 Total Specified: \$166,312.14  
 Unspecified: \$0.00

**SB 405 Zoom EL Funding**

Eligible Allocation

\$196,906.29

Already Paid

\$30,594.15

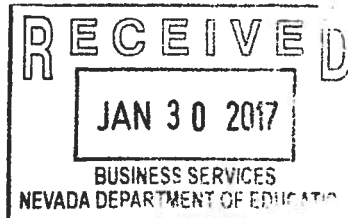
Amount Remaining

\$166,312.14

Sources

SB 405-2016 (S) Total

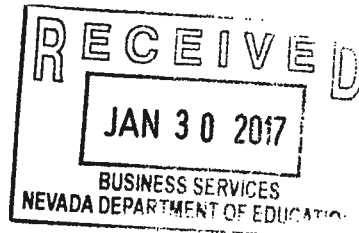
Allocation	\$196,906.29	\$196,906.29	
Amount Paid to Date	\$30,594.15	\$30,594.15	pd 10/24/2016
Pending Payment(s) to Other Grant(s)	\$0.00	\$0.00	
Remaining	\$166,312.14	\$166,312.14	
Percent Funded	100.00 %		N/A
Available to Pay	\$166,312.14	\$166,312.14	
Amount to Pay	\$166,312.14	\$166,312.14	
Amount Remaining	\$0.00	\$0.00	



Expenditure Details

Lyon County SD (10) - FY 2016 - SB 405 Zoom EL Funding

Object Code	Purpose Code	1000 Instruction	2213 Expenditures for Prof. Dev.	2700 Transportation	Total
100 - Salaries		119,667.50	0.00	0.00	119,667.50
200 - Retirement Fringe Benefits		50,481.60	0.00	0.00	50,481.60
300 - Purchased Professional/Technical Services			3,810.00		3,810.00
610 - General Supplies		16,426.68			16,426.68
620 - Energy				0.00	0.00
640 - Books and Periodicals		6,520.51			6,520.51
<b>Total</b>		<b>193,096.29</b>	<b>3,810.00</b>	<b>0.00</b>	<b>196,906.29</b>



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

Date: February 14, 2017

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

From: Katrina Nielsen, Executive Branch Budget Officer  
Budget Division

A handwritten signature in blue ink, appearing to read "Katrina Nielsen".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**OFFICE OF THE STATE CONTROLLER**

Agenda Item Write-up:

**CASH MANAGEMENT IMPROVEMENT ACT**

**A. Office of the Controller – Payment to U.S. Treasury not to exceed \$21,526**

The State Controller requests approval of payment to the U.S. Treasury in an amount not to exceed \$21,526 from the General Fund. This is the highest possible payable liability for 2016. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16<sup>th</sup>. Payment to the U.S. Treasury is required by March 31<sup>st</sup>.

Additional Information:

Section 82, Chapter 534 of the 2015 Legislative Session, (SB 514-General Fund Appropriation Act) states that "If the State of Nevada is required to make payment to the United States Treasury under the provisions of Public Law 101-453, the Cash Management Improvement Act of 1990, the State Controller, upon approval of the State Board of Examiners, may make such payments from the interest earnings of the State General Fund or interest earnings in other funds when interest on federal money has been deposited in those funds."

A schedule showing the highest liability payable for FY 2016, and a copy of the State's annual report to the U.S. Treasury, are attached to this memorandum.

REVIEWED: \_\_\_\_\_

Handwritten initials "SB" in blue ink.

ACTION ITEM: \_\_\_\_\_



**OFFICE OF THE  
STATE CONTROLLER**

**MEMORANDUM**

To: State Board of Examiners

From: State Controller Ronald L. Knecht *RK*

Date: 23 January 2017

Subject: FY 2016 Interest Liability under the Cash Management Improvement Act

The purpose of the Cash Management Improvement Act (P.L. 101-453) is to ensure greater efficiency, effectiveness and equity in the exchange of funds between the Federal Government and the States. The State incurs an interest liability when Federal funds are deposited in a State account prior to the day the State pays out funds for program purposes. Conversely, the Federal Government may incur an interest liability when the State pays out its own funds for program purposes.

If there is a net State interest liability, Chapter 570, Section 59 of the 2001 Statutes of Nevada (General Appropriations Act) authorizes the Controller, upon approval of the State Board of Examiners, to make such payments from the interest earnings of the State General Fund, or interest earnings from other funds when interest on Federal money has been deposited into those funds.

I am hereby requesting the approval of payment to the U.S. Treasury in the amount of **\$21,526** from the General Fund. This is the highest possible payable liability for 2016. That amount will be paid only if all Federal interest and State calculation costs are denied. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16<sup>th</sup>. Payment to the U.S. Treasury is required by March 31<sup>st</sup>. The Federal government paid the State a net liability of \$8,796.00 for fiscal year 2015. If the 2016 calculations are accepted, the Federal government will owe the State \$62,074.00.

A schedule showing the highest liability payable for FY 2016, and a copy of the State's annual report to the U.S. Treasury, are attached to this memorandum.

STATE OF NEVADA

SCHEDULE OF MAJOR FEDERAL FINANCIAL ASSISTANCE PROGRAMS FOR FY 2016 TSA  
 BASED ON THE FISCAL YEAR ENDED JUNE 30, 2014

	CFDA #	Expenditures	Notes	Agency
Supplemental Nutrition Assistance Program (SNAP)	10.551	532,382,176		407
School Breakfast Program	10.553	25,997,836		550
National School Lunch Program	10.555	88,764,696		550
Special Supplemental Food Program for Women, Infants, and Children (WIC)	10.557	47,331,658	Contains	406
Unemployment Insurance	17.225	607,540,893	U.I. Trust	900
Highway Planning and Construction	20.205	324,429,087		800
Title I Grants to Local Educational Agencies	84.010	101,316,762		300
Special Education_Grants to States	84.027	74,199,432		300
Temporary Assistance for Needy Families	93.558	51,293,588		407
Child Support Enforcement	93.563	34,806,068		407
Foster Care_Title IV-E	93.658	37,486,539		409
State Children's Insurance Program	93.767	32,964,239		403
Medical Assistance Program	93.778	1,459,097,670		403

Total Federal Financial Assistance of Programs Above Threshold

3,417,610,844

**State of Nevada**  
**CMIA 2016**

**Liability by CFDA Number**

CFDA #	Total Expenditures	State Liability	Federal Liability	Net Liability	Reportable State Liability	Reportable Federal Liability	Reportable Net Liability	Comments
10.551	592,145,404	0	0	0	0	0	0	FY 2016 Annual Interest Rate = .19%
10.553	36,359,479	224	2,042	(1,818)	224	2,042	(1,818)	
10.557	46,378,631	79	942	(863)	79	942	(863)	
10.555	107,919,131	1,360	7,462	(6,102)	1,360	7,462	(6,102)	
17.225S	26,700,919	0	374	(374)	0	374	(374)	
17.225F	See above	12	0	12	12	0	12	Based on info provided by DETR
20.205	446,757,692	0	0	0	0	0	0	
84.010	126,768,818	275	15,959	(15,684)	275	15,959	(15,684)	
84.027	66,944,221	0	12,527	(12,527)	0	12,527	(12,527)	
93.563	31,625,749	1,617	297	1,320	1,617	297	1,320	
93.558	44,100,650	10,074	2	10,072	10,074	2	10,072	
93.658	45,050,882	1,464	130	1,334	1,464	130	1,334	
93.767	60,689,919	171	766	(595)	171	766	(595)	
93.778	2,583,782,854	6,250	31,187	(24,937)	6,250	31,187	(24,937)	
	4,215,224,349	21,526	71,688	(50,162)	21,526	71,688	(50,162)	

Net Interest Liability	(50,162)
Direct Costs	11,912
Amount due	(62,074)

A

B



**Cash Management Improvement Act - 2016 Annual Report  
State of Nevada**

Annualized Interest Rate: 0.19%

**Nevada State Contact**

Jean Robbins  
101 N. Carson St., Ste 5  
Carson City, NV 89701  
775-684-5652  
jrobbins@controller.state.nv.us

**Annual Report Claims**

Current State Interest Liability .....	\$21,526	2/B
State Interest Adjustment .....	\$0	
Interest Calculation Costs .....	\$11,912	C
Current Federal Interest Liability .....	\$71,688	2/B
Federal Interest Adjustment .....	\$0	
<b>Net Federal Interest Liability .....</b>	<b>\$62,074</b>	<b>2</b>

**Certification**

"I certify to the best of my knowledge that all information in this report, including the interest claims and interest calculation costs claim, is true and accurate in all respects and that all calculations have been made in accordance with 31 CFR Part 205 and the Treasury State Agreement."

Signature of Authorized State Official: 

Name of Authorized State Official: James Smoak

Title of Authorized State Official: Chief Deputy Controller

Date Signed: 12/27/16

A

**Cash Management Improvement Act - 2016 Annual Report  
State of Nevada - Interest Claims Report**

CFDA	Program Name	INTEREST CLAIMED				Net State Liability
		Current State Liability	State Adjustment	Current Federal Liability	Federal Adjustment	
10.551	Supplemental Nutrition Assistance Program	0	0	0	0	0
10.553	School Breakfast Program	224	0	2,042	0	-1,818
10.555	National School Lunch Program	1,360	0	7,462	0	-6,102
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	79	0	942	0	-863
17.225F	Unemployment Insurance -- Federal Benefit Account and Administrative Costs	12	0	0	0	12
17.225S	Unemployment Insurance -- State Benefit Account	0	0	374	0	-374
20.205	Highway Planning and Construction	0	0	0	0	0
84.010	Title I Grants to Local Educational Agencies	275	0	15,959	0	-15,684
84.027	Special Education -- Grants to States	0	0	12,527	0	-12,527
93.558	Temporary Assistance for Needy Families	10,074	0	2	0	10,072
93.563	Child Support Enforcement	1,617	0	297	0	1,320
93.658	Foster Care -- Title IV-E	1,464	0	130	0	1,334
93.767	Children's Health Insurance Program	171	0	766	0	-595
93.778	Medical Assistance Program	6,250	0	31,187	0	-24,937
<b>Total Liability</b>		<b>21,526</b>	<b>0</b>	<b>71,688</b>	<b>0</b>	<b>-50,162</b>
		A		A		

**Cash Management Improvement Act - 2016 Annual Report  
State of Nevada - Interest Calculation Costs Certification**

**I. State Costs - Internal**

**Clearance Pattern Development and Maintenance**

**Interest Calculation**

State Personnel Cost: 6,767 D  
State Non-Personnel Cost: 0  
Other Costs: 0

State Personnel Cost: 5,145 D  
State Non-Personnel Cost: 0  
Other Costs: 0

**II. State Costs - External**

**Clearance Pattern Development and Maintenance**

**Interest Calculation**

Personnel Cost: 0  
Non-Personnel Cost: 0  
Other Costs: 0

Personnel Cost: 0  
Non-Personnel Cost: 0  
Other Costs: 0

**III. Adjusted Interest Calculation Costs**

Interest calculation costs incurred prior to the current state fiscal year are not eligible for reimbursement pursuant to 31 CFR 205.27(d)(3). In the event that interest calculation costs reimbursed in a prior state fiscal year are disallowed as the result of a subsequent audit, the disallowed amount must be included in this section.

Adjusted Interest Calculation Costs: 0

**IV. Total Interest Calculation Costs**

Total Interest Calculation Costs: 11,912 A

**V. Certification**

"I hereby certify that this Interest Calculation Costs Claim Report is accurate to the best of my knowledge. Interest calculation costs recovered via this mechanism shall not be included in our State's cost allocation plan as described in OMB Circular A-87. The State shall maintain documentation to substantiate this cost claim and make this information available upon request."

Signature of Authorized State Official: 

Name of Authorized State Official: James Smack

Title of Authorized State Official: Chief Deputy Controller

Date Signed: 12/27/16

C

Add & Modify

### View Interest Calculation Costs

---

Interest Claims

*\*denotes required field*

[Click for Instructions](#)

Interest Calculation Costs

#### I. State Costs - Internal

##### Clearance Pattern Development and Maintenance

\*State Personnel Cost:

\*State Non-Personnel Cost:

\*Other Costs:

View & Print ICC Certification

Submit & Print Annual Report

Treasury State Agreements

##### Interest Calculation

\*State Personnel Cost:

\*State Non-Personnel Cost:

\*Other Costs:

#### II. State Costs - External

##### Clearance Pattern Development and Maintenance

\*Personnel Cost:

\*Non-Personnel Cost:

\*Other Costs:

##### Interest Calculation

\*Personnel Cost:

\*Non-Personnel Cost:

\*Other Costs:

#### III. Adjusted Interest Calculation Costs

Interest calculation costs incurred prior to the current state fiscal year are not eligible for reimbursement pursuant to 31 CFR 205.27(d)(3). In the event that interest calculation costs reimbursed in a prior state fiscal year are disallowed as the result of a subsequent audit, the disallowed amount must be included in this section.

\*Adjusted Interest Calculation Costs:

#### IV. Total Interest Calculation Costs

Please provide an explanation for total costs in excess of \$50,000.

**Total Interest Calculation Costs:** 11,912

**V. Authorized State Official Certification**

"I hereby certify that this Interest Calculation Costs Report is accurate to the best of my knowledge. Interest calculation costs recovered via this mechanism shall not be included in our State's cost allocation plan as described in OMB Circular A-87. The State shall maintain documentation to substantiate this report and make this information available upon request."

**\*Name:**   
**\*Title:**

D-1

STATE OF NEVADA

CASH MANAGEMENT IMPROVEMENT ACT  
 FY 16 SCHEDULE OF DIRECT COSTS OF IMPLEMENTATION  
 FY 15 clearance pattern calculations for FY 16  
 and interest liability calculations for FY 16

<b>Development and Maintenance of Clearance Patterns:</b>			
<b>Statewide Clearance Patterns:</b>	Jaquez		
Welfare (type WF)		398.09	
Payroll (type PR)		398.09	
Accounts Payable (type AD & EF)		398.09	
NDOT (type AD2)		398.09	
Set-up		398.09	
Total costs to calculate statewide clearance patterns		1,990.45	4
<b>Program Specific Clearance Patterns:</b>	Jaquez		
10.553 - School Breakfast Program		398.09	
10.555 - National School Lunch Program		398.09	
10.557 - Special Supplemental Nutrition Program for Women, Infants, and Children		398.09	
17.225 - Unemployment Insurance		398.09	
84.010 - Title I Grants to Local Educational Agencies		398.09	
84.027 - Special Education - Grants to States		398.09	
93.558 - Temporary Assistance for Needy Families (TANF)		398.09	
93.563 - Child Support Enforcement (Districts Attorney component)		398.09	
93.596 - Child Care Mandatory and Matching Funds		398.09	
93.658 - Foster Care Title IV-E		398.09	
93.767 - State Children's Insurance Program		398.09	
93.778 - Medical Assistance Program		398.09	
Total costs to calculate program specific clearance patterns		4,777.08	5
<b>Calculation of Interest Liabilities:</b>	Seal		
10.553 School Breakfast Program		387.23	
10.555 National School Lunch Program		387.23	
10.557 Special Supplemental Food Program for Women, Infants, and Children (WIC)		387.23	
17.225 Unemployment Insurance		387.23	
20.205 Highway Planning and Construction		165.96	
84.010 Title I Grants to Local Educational Agencies		387.23	
84.027 Special Education - Grants to States		387.23	
93.558 Temporary Aid to Needy Families		442.55	
93.563 Child Support Enforcement		442.55	
93.658 Foster Care Title IV-E		442.55	
93.767 State Children's Insurance Program		442.55	
93.778 Medical Assistance Program		442.55	
N/A Set-up		221.28	
N/A Set-up		221.28	
Total costs to calculate interest liabilities		5,144.66	6
Total Direct Costs of Implementation		11,912.20	Summary

**State of Nevada**  
**Statewide Clearance Patterns**  
**For the TSA Year Ended June 30, 2016**

Development and Maintenance of Statewide Clearance Patterns				Hours	Cost	Rate
					Jaquez	39.81
						7
		Development of type WF clearance patterns		10.00	398.09	Jaquez
					398.09	
		Development of type PR clearance patterns		10.00	398.09	Jaquez
					398.09	
		Development of type AD, EF & MW clearance patterns		10.00	398.09	Jaquez
					398.09	
		Development of NDOT type AD, EF & MW clearance patterns		10.00	398.09	Jaquez
					398.09	
		Setup of workpapers for FY 16		10.00	398.09	Jaquez
					398.09	
		Total:		50.00	1,990.45	

3

State of Nevada  
 Program Specific Patterns  
 For the TSA Year Ended June 30, 2016

Development and Maintenance of Program Specific Clearance Patterns:		Rate	Hours	Cost	Employee	Total Cost
		39.81				
	Jaquez					
		7				
10.553 - School Breakfast Program			10.00	398.09	Jaquez	398.09
10.555 - National School Lunch Program			10.00	398.09	Jaquez	398.09
10.557 - Special Supplemental Nutrition Program for Women, Infants, and Children			10.00	398.09	Jaquez	398.09
17.225 - Unemployment Insurance			10.00	398.09	Jaquez	398.09
20.205 - Highway Planning and Construction			10.00	398.09	Jaquez	398.09
84.010 - Title I Grants to Local Educational Agencies			10.00	398.09	Jaquez	398.09
84.027 - Special Education - Grants to States			10.00	398.09	Jaquez	398.09
93.558 - Temporary Assistance for Needy Families (TANF)			10.00	398.09	Jaquez	398.09
93.563 - Child Support Enforcement (Districts Attorney component)			10.00	398.09	Jaquez	398.09
93.658 - Foster Care Title IV-E			10.00	398.09	Jaquez	398.09
93.767 - State Children's Insurance Program			10.00	398.09	Jaquez	398.09
93.778 - Medical Assistance Program			10.00	398.09	Jaquez	398.09
				4,777.08		4,777.08

3



**State of Nevada**  
**Interest Liability Calculations**  
**For the Year Ended June 30, 2016**

Interest Liability Calculation Cost:													
		Seal	Rate										
			55.32										
				7									
					Seal								
						Hours	Total Expenses	TOTAL					
10.553	School Breakfast Program					7.00	387.23	387.23					387.23
10.555	National School Lunch Program					7.00	387.23	387.23					387.23
10.557	Special Supplemental Food Program for Women, Infants, and Children (WIC)					7.00	387.23	387.23					387.23
17.225	Unemployment Insurance					7.00	387.23	387.23					387.23
20.205	Highway Planning and Construction					3.00	165.96	165.96					165.96
84.010	Title I Grants to Local Educational Agencies					7.00	387.23	387.23					387.23
84.027	Special Education - Grants to States					7.00	387.23	387.23					387.23
93.558	Temporary Aid to Needy Families					8.00	442.55	442.55					442.55
93.563	Child Support Enforcement					8.00	442.55	442.55					442.55
93.658	Foster Care Title IV-E					8.00	442.55	442.55					442.55
93.767	State Children's Insurance Program					8.00	442.55	442.55					442.55
93.778	Medical Assistance Program					8.00	442.55	442.55					442.55
N/A	Set-up					4.00	221.28	221.28					221.28
N/A	Preparation of Direct Costs and Annual Report					4.00	221.28	221.28					221.28
						93.00	5,144.66	5,144.66					5,144.66

3

**State of Nevada**  
**Calculation of Cost Rates by Employee**  
**For the Year Ended June 30, 2016**

Eva Seal Emp hourly	Karen Jaquez Emp hourly																			
37.750	26.290	gross wages																		
10.570	7.361	retirement	14.25%	Empr/Employee paid				28.00%	Employer paid											
0.547	0.381	1.45%medicare																		
4.216	4.216	insurance (paid monthly)																		
0.0001	0.0001	\$2.81/yr employee bond insurance																		
0.0051	0.0051	\$128.79/yr tort																		
0.0046	0.0046	\$115.84 EITS infrastructure																		
0.0019	0.0019	\$48.17 EITS security																		
0.049	0.034	.13% unemployment																		
0.804	0.560	2.13% REGI																		
0.283	0.197	.75% personnel/payroll assessments																		
1.087	0.757	2.88% Worker's Comp																		
<b>55.32</b>	<b>39.81</b>	Total Rate per person																		
6	4.5																			
0.682	0.660	gross wages as % of total																		
0.318	0.340	fringe benefits as % of total																		



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

Date: February 21, 2017

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

From: Debi Reynolds, Executive Branch Budget Officer  
Budget Division *DR*

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:**

- Emergency Shelter Care

Additional Information:

This provider agreement will be used to enlist the services of Emergency Shelter Care. These services are necessary for the continued overall health of youth in the care and custody of the division. Emergency Shelter Care is defined as emergent transitional and short-term care, usually not to exceed 30 days. Emergency Shelter Care is provided until long-range plans can be made for a child that cannot be maintained in his/her own home because he/she is in clear and present danger of abuse, neglect or exploitation or due to disruption of a subsequent out-of-home placement.

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: \_\_\_\_\_

ACTION ITEM: \_\_\_\_\_

**BRIAN SANDOVAL**  
Governor

STATE OF NEVADA

**RICHARD WHITLEY**  
Director



**Kelly Wooldridge**  
Administrator

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

**TO:** James Wells, Director, Governor's Finance Office  
**THROUGH:** Shannon Richards, Deputy Attorney General, Attorney General's Office  
**THROUGH:** Richard Whitley, Director, Health and Human Services  
**FROM:** Kelly Wooldridge, Administrator, Division of Child and Family Services  
**DATE:** February 3, 2017  
**SUBJECT:** Requested Action Item for April 2017 BOE Meeting

The Division of Child and Family Services (DCFS) requests the approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of Emergency Shelter Care. These services are necessary for the continued overall health of youth in the care and custody of DCFS. Emergency Shelter Care is defined as Emergency Shelter Care is defined as emergent, transitional, and short-term care, usually not to exceed 30 days. Emergency Shelter Care is provided until long-range plans can be made for a child that cannot be maintained in his/her own home because he/she is in clear and present danger of abuse, neglect, or exploitation or due to disruption of a subsequent out-of-home placement.

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

- Emergency Shelter Care

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 services referrals and provide a greater array of services throughout the State.

The Attorney General's Office has reviewed and approved these provider agreement contracts as to form.

**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, 3<sup>rd</sup> 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: EMERGENCY SHELTER CARE
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: FISCAL PROCEDURES; and
- ATTACHMENT EE: ADDITIONAL INFORMATION

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

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

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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

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

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

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

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation



coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

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

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

The Contractor shall not commence work before:

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

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

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

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

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

**General Requirements:**

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

**Evidence of Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or 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

FRE-APPROVED BY BOARD OF EXAMINERS

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

Approved as to form by

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

On 2/3/17  
\_\_\_\_\_  
(Date)

## **ATTACHMENT AA**

### **SCOPE OF WORK EMERGENCY SHELTER CARE**

To contract with qualified, licensed providers of Emergency Shelter Care for children in the care and custody of the Division of Child and Family Services (DCFS).

DCFS will refer a child to the Provider based on child's needs and circumstances. DCFS maintains sole discretion to make placement decisions for a child in its custody. DCFS does not guarantee Provider will receive any referrals.

Emergency Shelter Care is defined as emergent, transitional, and short-term care, usually not to exceed 30 days. Emergency Shelter Care is provided until long-range plans can be made for a child that cannot be maintained in his/her own home because he/she is in clear and present danger of abuse, neglect, or exploitation or due to disruption of a subsequent out-of-home placement.

Emergency Shelter Care consists of group or family based care in a facility of less than 15 beds. Emergency Shelter Care provides a structured, nurturing, safe and reassuring environment to children who are experiencing issues of grief and loss related to the disruption of their life. Emergency Shelter Care has the purpose of meeting the child's immediate emotional, physical, and crisis stabilization needs.

### **KNOWLEDGE AND SKILLS**

Providers and staff (to include, but not limited to, employees, subcontractors, volunteers, etc.) must comply with and meet requirements for foster care licensing per NRS 424 and NAC 424.

### **SERVICES**

Providers are expected to provide temporary shelter and care for children ranging in age from 6 -17 years or infant to 17 years old as permitted by NRS 432B.3905 (this statute permits children under 6 be placed into shelter care if the child requires medical services and such medical services could not be provided at any other placement or if necessary to avoid separating siblings). Providers must: Be available to accept placements 24 hrs. per day, 7 days per week; Supply a monthly progress report to the assigned DCFS case manager relating to functioning levels, strengths, skills, and perceived long-term needs of the child; Perform a basic needs assessment and keep appropriate documentation; Engage in strategies to ease child's adjustment to the shelter and subsequent placement and coordinate with family members, foster families and other providers to ensure a smooth transition; Maintain adult supervision of children at all times; Conduct age-appropriate structure and daily routines consistent with the case plan provided by DCFS; Maintain regular contact with the assigned DCFS case manager, and Clinical Services Program Manager or IFS caseworker for emotional/behavioral issues; Maintain reasonable contacts with siblings and parents in accordance with the case plan; Provide dedicated safe, private, and comfortable room for family visits; Ensure the coordination and facilitation of services provided by others, including, but is not limited to: schools, licensed professionals and case managers; Provide transportation services to school of origin in Carson and Douglas Counties, and visitations as well as necessary appointments including medical, dental, counseling/mental health and specific social, recreational and community activities; Ensure child participation in social, recreational, and community activities consistent with the child's developmental needs and provide regular staff monitoring of all these activities, particularly those that

occur off-site, as developmentally and behaviorally appropriate; Maintain necessary contact and cooperate with schools at a frequency to appropriately monitor school assignments, attendance, activities, and school related problems; Meet each child's physical space, clothing, and nutritional needs on a continuous and consistent basis; and Maintain weekly log of client behaviors and activities. The log may be used for mental health needs assessments, placement needs, education needs, and/or other care needs. Provider will share information from weekly logs with the assigned DCFS case manager upon request.

### **PROVIDER STAFF TRAINING**

Provider must provide initial and annual continuing post licensing training that meets State of Nevada requirements for licensed foster homes (NRS 424 and NAC 424.712-424.718). Trainings include but are not limited to:

Skill development, knowledge acquisition, and education related to the care of emotionally and behaviorally challenged clients; Use of force and restraint on children; Suicide awareness and prevention; Sexual and/or child abuse/neglect identification, prevention, and mandated reporting; Distribution of medication to children; Applicable State and federal constitutional and statutory rights of children; Privacy and confidentiality of child and family information; Specialized training if the emergency shelter serves specialized populations or takes referrals of children with unique needs such as gender issues, teen moms, sexual abuse and/or sexually aggressive children/youth, substance abuse, children with developmental disabilities, and the impact of abuse and neglect on young children; Working with primary families; Cultural and diversity competence; Separation, loss (grief) and attachment; Verbal de-escalation technique; Family dynamics and systems; Positive discipline, medication management and administration; and Reasonable Prudent Parenting.

### **RESPONSIBILITIES OF PROVIDER**

Provider shall:

Notify in advance the DCFS regional contract representative and Foster Care Licensing personnel of any intent to accept, or acceptance of, children referred by agencies or persons other than DCFS. (See NAC 424.475, NAC 424.175, NAC424.626, NAC424.450, NAC424.470):

Supervise the placement to ensure that the child's needs are being met; Go onsite to provide supervision, consultation, technical assistance, and crisis management. When multiple sites are in operation, assure consistency of program services throughout program sites; Except in emergencies, request prior authorization through the assigned DCFS case manager for any medical, dental or psychological services to be provided on behalf of a child placed by DCFS; Conduct initial clothing inventory for each DCFS child placed in emergency shelter care. Expediently purchase and/or provide each DCFS child with new clothing items. Clothing items must be similar in appearance and quality to other children in the community; Maintain individualized documentation on all clothing item purchases for each DCFS child. Documentation must include an inventory of each clothing item purchased. Additionally, documentation must include individualized purchase receipts for clothing items purchased for each DCFS child. Receipts for clothing

item purchases must be child specific. Providers may not blend clothing item purchases for multiple children on one purchase receipt. Provider will diligently work with assigned DCFS social worker(s) to assure each DCFS child has adequate clothing items throughout placement and upon discharge; Furnish transportation within Carson and Douglas Counties for each child to school and visitations as well as necessary appointments including medical, dental, counseling/mental health and to specific social, recreational and community activities; Assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. Facilitate academic support as identified via the IEP or school consultations. The assigned DCFS case manager shall be notified to participate in any Individual Education Plan (IEP) meetings; Participate as a team member with the assigned DCFS case manager to jointly identify and evaluate the child's needs, develop and implement the case plan.

**NOTIFY DCFS IMMEDIATELY WHEN ANY OF THE FOLLOWING OCCUR TO CHILDREN IN THE CARE OF DCFS:**

Accidents; Acute psychiatric episode(s); Attempts or threats of harm by or towards DCFS placed children or by other placed children, emergency shelter staff, and/or others; Emergency room care; Injuries to a DCFS placed child that require medical attention; Missing/runaway child; Physical restraint and commission of delinquent acts; Self-mutilation; Serious illness; Sexual abuse and/or misconduct; Suicide ideations, attempts, and/or threats; and/or any behavior which is considered by the Provider to be dangerous to the child, community, other children at the facility or to the Provider staff. Work together with the assigned DCFS case manager, Clinical Program Manager or IFS caseworker to mitigate behaviors that provider feels will jeopardize the placement or cause harm to others; plan and carry out appropriate plans for the discharge of each child from the provider's facility. The provider shall prepare the child for his/her discharge and subsequent placement in cooperation with the assigned DCFS case manager; Permit the removal of any child in the care of DCFS when the State requests such removal. Discharge from the provider's facility shall be planned in advance. Provider agrees to maintain a child's placement until reasonable efforts are attempted with DCFS to prevent disruption and will request support services prior to submitting notice for removal of the child. The Provider, after consultation with DCFS Clinical Services Clinical Program Manager, shall give DCFS ten (10) working days prior written notice when requesting removal of children, except when Provider believes there is an immediate safety risk to the child, other children in residence, or staff; Provider and their employees shall meet and comply with national, State and local licensing regulations and standards prior to the date of hire; Copies of all licenses required within the State of Nevada shall be submitted with the Provider Agreement and must be current for all provider staff; Ensure that staff, employees, sub-contract personnel, volunteers or program guests (other than approved family visits) who do not meet or comply with national, State, and/or local background investigation guidelines are not permitted to be alone with children; The provider shall not accept a private placement without the prior approval of a licensing authority representative; Assure all children have access to regular contacts with family as documented in the case plan or as advised by the assigned DCFS case manager unless specifically prohibited by the court or the assigned DCFS case manager; Provide specific program and client data on a weekly basis such as census, Critical Incident Reports, and discharge information.



## **GENERAL REQUIREMENTS FOR ALL SERVICES**

### **Records**

All referrals for placement in the Provider's program shall be prior authorized by the assigned DCFS case manager and social work supervisor prior to admission. Failure to receive prior authorization as evidenced by the signed disposition shall impact Provider's reimbursement; and

Provider shall maintain individual records for each client as required by. NAC424.726. At a minimum, each record will include:

Placement authorization information:

Intake/referral packet; Disposition; Any other information related to placement justification; Clothing and incidental money accounting for each child; School records - Individual Education Plan (IEP) as appropriate; Critical Incident Reports - Immediately provide written incident report to the assigned DCFS case manager or social work supervisor; Contacts made with the client's family, school officials, and other agency personnel (date and time of contact should be noted); Health Record including but not limited to a medical history, immunization records, and physician's visits; School Record, to include but not limited to a record of the child's school placement, adjustment to school, academic performance, and behavior.

### **Fiscal Responsibility, Records and Monitoring**

Provider agrees to maintain, books, records, documents and other evidence which sufficiently and properly reflect costs of any nature expended in the performance of this agreement. Records shall be maintained in accordance with generally accepted accounting standards (GAAP)

### **Medication Records and Storage**

Provider agrees to store prescribed and non-prescribed medication in a locked area and will maintain a medication log that shall include:

Name; Dosage; Frequency of dosage; Reason given; and unusual side-effects.

Provider will assure that staff members who dispense medications are appropriately trained on safe medications distribution policies and procedures. Providers must comply with the provisions of NAC 424.560 - the administration of medication.

### **Program Records**

Provider agrees to maintain program records required by DCFS in an organized and updated manner. Program records will include but are not limited to:

Employee personnel - Providers shall maintain personnel records for each staff as required by NAC 424.728; Staff Training; Licenses; Payroll; Insurance; Staffing logs and; Client and medication records.

### **Monitoring Records**

Provider shall allow a program and facility inspection, review, copying and audit, including but not limited to, meetings with consumers, review of services records, review of service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved in the provision of services, to be conducted at any reasonable time by federal personnel and other persons duly authorized by the State and DCFS.

### **Retention of Records**

Provider agrees to retain all books, records, logs and other documentation relevant to this agreement for three (3) years. Federal auditors and persons duly authorized by the State and DCFS shall have full access to and the right to examine and copy any of said materials during said period. Disposal of client records shall include shredding and/or removing and shredding any identifying client data from records.

### **Audit Adjustments**

Provider agrees that if an audit discloses DCFS overpayments for services or misallocation of funds paid the provider on behalf of the child, the Provider shall promptly reimburse DCFS such unallowable costs. If such audit discloses unpaid allowable costs, DCFS shall pay the Provider such costs as are properly allowable as provided for herein.

### **Safeguarding of Client Information and Client Confidentiality**

Provider is prohibited from using or disclosing any part of any information concerning a child for any purpose not directly connected with the administration of DCFS or the Provider's responsibilities with respect to services provided and purchased as stipulated in this contract.

Provider shall read and comply with the provisions of NAC 424.485 (Confidentiality Regarding Children and Public Photographs of Children).

### **Discipline and Physical Restraint**

Provider and staff are prohibited from using corporal punishment as a form of discipline.

Provider and staff are prohibited from using any form of demeaning or harsh punishment as a form of discipline.

Provider and staff of any level of care are discouraged from practicing physical restraint of children. Physical restraint of children may only be practiced if:

All methods of verbal and environmental de-escalation have failed; the presenting behavior of the child demonstrates a clear and present danger to himself, provider staff, community or other children at the facility; and

The Provider and staff have been thoroughly trained in a nationally recognized model of physical restraint and verbal de-escalation. Provider shall require all staff to complete annual training in a nationally recognized model of physical restraint and verbal de-escalation of children.

Provider shall maintain a written physical restraint log documenting each incident of physical restraint as to the following:

Child's name; Date and time of restraint; surrounding circumstances; and Final outcome;

Physical restraint of children will not be associated with or applied as a punishment. The provider and staff are prohibited from using any mechanical, leather or tie-down restraints of any kind.

Physical restraint and mechanical restraint have the meaning defined in NRS 433.547 & 433.5476. The provider shall comply with NRS 433.545 to 433.551 regarding Use of Restraints and Interventions.

### **Religious Activities**

The Provider shall not encourage, discourage, or engage in any form of religious proselytizing (i.e., religious recruitment and/or inducement) with children placed by DCFS.

Children must be given clear and consistent alternatives to any religious and/or spiritual education;

Provider is responsible for providing adult supervision for children choosing not to attend religious or spiritual services; and

Appropriate and safe adult supervision must be provided in the facility of the Provider or other licensed non-religious resource.

### **Contract Services, Corrective Action Plans and Sanctions**

DCFS shall audit the Provider's program performance to ensure the Provider is implementing the programming outlined in the Provider Agreement.

Provider shall promptly (within seven working days) provide DCFS with all requested Corrective Action Plans. Provider will cooperate with DCFS by providing any and all requested documentation and access to program files, notes, fiscal data, and clients;

Provider shall complete to the satisfaction of DCFS any Corrective Action Plan issued by DCFS within the time frame prescribed in the corrective action audit report; and

Providers who fail to complete, to the satisfaction of DCFS, a Corrective Action Plan within the time frame specified shall be subject to sanctions that may include suspension of referrals or termination of contract.

## **RESPONSIBILITIES OF THE DIVISION**

Before placing, and during the placement of a child in Emergency Shelter Care, the licensing authority shall provide to the Provider such information relating to the child as is necessary to ensure the health and safety of the child and the other residents of the foster home. This information must include the medical history and previous behavior of the child to the extent that such information is available.

DCFS will visit each child within 72 hours of placement or at least every 30 days during their Emergency Shelter Care stay. The assigned DCFS case manager will assess the child's needs and determine if the child is receiving adequate care in accordance with their needs. The assigned DCFS case manager will immediately notify the Provider in all cases where a child's physical, emotional, behavioral, medical and clothing needs are not being met by the Provider.

DCFS will notify the Provider of any applicable trainings for staff that will enhance skills or will provide specific training annually or upon request.

DCFS will respond to crisis calls and provide support.

DCFS will notify the Provider when any of the following events occur with the biological parents or relatives of children in DCFS' care: Serious illness; Accident; or Death.

DCFS will work collaboratively with the Provider to plan and implement appropriate discharge plans for each DCFS child placed in the Provider's program. DCFS shall furnish the Provider with the information needed to adequately prepare the child for his removal and subsequent placement. DCFS will provide each eligible child with a State of Nevada Medicaid Card. DCFS will provide Provider with the following information: Child's case plan; Custody date; Date of birth; and Current Medicaid number and eligibility period.

### **Medical**

DCFS will provide each eligible child with a State of Nevada Medicaid Card. Except in emergencies, the Provider shall request prior approval by DCFS for medical, dental, or psychological services to be provided on behalf of a child placed by DCFS.

### **Payment Rate**

Rate per day is \$100.00 per child per day through June 30<sup>th</sup>, 2017.

Rates charged for those children placed privately or by agencies other than DCFS may not be less than the rates charged DCFS. Payment shall be made for the day of admission but not for the day of discharge.

As of July 1, 2017 the proposed payment rate per day, per child is \$125.00 per child per day.

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 coverage for physical/sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

**2. Automobile Liability**

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

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

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

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

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

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

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

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be 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.

**5. Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$100,000

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada and their clients as loss payee where as their interests may appear.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

**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
_____	_____	<u>Administrator, Division of Child and</u>
Signature – State of Nevada	Date	<u>Family Services</u>
		Title



ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

*DIVISION OF CHILD AND FAMILY SERVICES*

Hereinafter referred to as "Covered Entity"

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

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

**WHEREAS,** HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

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

**I. DEFINITIONS.**

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:  
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
  - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
  - b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

- c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
  - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the

Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a

minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.

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

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

#### 1. Permitted Uses and Disclosures:

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

#### 2. Prohibited Uses and Disclosures:

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

### IV. OBLIGATIONS OF COVERED ENTITY

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

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

### 1. **Effect of Termination:**

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

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** 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, 3<sup>rd</sup> 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)

(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 ensure timely payment.
4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

**BILLING INFORMATION**

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

**CONTRACT CAPITATION**

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

Attachment EE  
**ADDITIONAL INFORMATION**

---

Company Name

---

Contact Name

---

Physical Address

---

City, State Zip

---

Phone Number (Office)

Phone Number (Cell)

Fax Number

---

E-mail Address

---

Federal Tax ID#

---

Nevada Business ID (starts with NV...)

---

Legal Entity Name

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

---

If "No," provide an explanation.

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

---

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

---

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



---

Company Name

**Service Areas Where Located and Willing to Travel to**

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

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE

*Budget Division*

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

Date: February 14, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Bessie J. Wooldridge, Executive Branch Budget Officer  
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 AGING AND DISABILITY SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the division requests approval to contract with former employee, Michelle McGuire, to support the division's Autism Treatment Assistance Program (ATAP) and the Nevada Early Intervention Services (NEIS) program to administer Autism therapy. Ms. McGuire is anticipated to work approximately 20 hours per week through June 30, 2018.

Additional Information:

Ms. McGuire is a Nevada Licensed Psychologist specializing in behavioral therapy for children and adolescents. Historically licensed psychologists have been difficult to recruit at the state rate. ATAP/NEIS do not have a licensed psychologist but is required by NRS 427A to provide evaluations and diagnosis of children suspected of Autism.

Statutory Authority:

NRS 333.705

REVIEWED: \_\_\_\_\_

ACTION ITEM: \_\_\_\_\_

BRIAN SANDOVAL  
Governor



RICHARD WHITLEY, MS  
Director

EDWARD ABLESER,  
Ph.D.  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES  
3416 Goni Road, Suite D-132  
Carson City, NV, 89706  
Telephone (775) 687-4210 • Fax (775) 687-0573  
<http://adsd.nv.gov>

February 07, 2017

MEMORANDUM

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

From: Edward Ableser, Ph.D., Administrator, Aging and Disability Services Division

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

Subject: Request Approval for Authorization to Contract with a Former Employee

*as for ea*  
*DAJ*  
*RW*

The Aging and Disability Services Division would like to request to contract with a former employee, as per NRS 333.705. This request is on behalf of Autism Treatment and Assistance Program (ATAP) and the Nevada Early Intervention Services (NEIS) program to administer Autism therapy.

Michelle McGuire is a Psychologist that worked for the Division of Public and Behavioral Health (DBPH) at the Southern Nevada Adult Mental Health (SNAMHS) facility from 02/04/2013-05/11/2015. She is a Nevada Licensed Psychologist specializing in behavior therapy for children and adolescents. After receiving BOE authorization approval, ADSD will move forward with approval of Provider Agreement with Creative Behavioral Connections for these services. Estimated 20 hours per week at \$125.00 per hour beginning 03/14/2017 to 06/30/2018.

It is very difficult to recruit a licensed psychologist at the State rate. A licensed psychologist may be requested in the next budget eliminating the need for this contract. ATAP/NEIS do not have a licensed psychologist but is required by NRS 427A to provide evaluations and diagnosis of children suspected of Autism.

The "Authorization to Contract with a Former Employee" forms are attached for review and consideration. Should you have any questions, please contact Cara Paoli at (775) 687-0971.

## Authorization to Contract with a Former Employee

**Former Employee Name:** Michelle McGuire  
**Former Employee ID number:** 051082  
**Former Job Title:** Licensed Psychologist I  
**Former Employing Agency:** Rural Regional Center & Southern Nevada Adult Mental Health Services  
**Former Class and Grade:** 10.170 Licensed Psychologist 1 Grade 44  
**Employment Dates (begin/end):** 2/04/13 to 5/11 /15  
**Contracting Agency:** Aging and Disability Services Division

<p>Please check which of the following applies:</p> <p><input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
a. Summarize scope of contract work.	Develop and implement behavior plans for children with Autism Spectrum Disorder.
b. Document former job description.	Licensed Psychologist with the Division of Public and Behavioral Health (DBPH) at the Southern Nevada Adult Mental Health Services (SNAMHS) facility.
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?	They are being hired because of their credentials as a licensed psychologist and experience with Autism therapy.
d. Explain why existing State employees within your agency cannot perform this function.	The state contracts out for these services and does not have state positions to meet this need.
e. Document if the individual overseeing or establishing	No

the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$125.00 per hour
g. List the range of comparable State employee rates.	State range for Licensed Psychologist 1 is \$33.39 to \$50.44. No comparable state rate.
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?	Autism Treatment Assistance Program (ATAP) and the Nevada Early Intervention Services (NEIS) does not have a licensed psychologist but is required by NRS 427A to provide evaluations and diagnosis of children suspected of Autism.  A licensed psychologist may be requested in the next budget eliminating the need for this contract.
i. Document justification for hiring contractor.	Autism Treatment Assistance Program (ATAP) and the Nevada Early Intervention Services (NEIS) does not have a licensed psychologist but is required by NRS 427A to provide evaluations and diagnosis of children suspected of Autism.

Comments:

*Jim Burritson for Eddie Ahleson 2.7.17*  
 Contracting Agency Head's Signature and Date

*Bessie J. Waldridge 2/14/17*  
 Budget Analyst

\_\_\_\_\_  
 Clerk of the Board of Examiners

*DA for  
 RW  
 2/8/17*

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

Date: February 13, 2017

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

From: Paul Nicks, Executive Branch Budget Officer *N*  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mr. Hossein Hatefi who is employed by Stantec Consulting Services, Inc (Stantec). Stantec is proposing using Mr. Hatefi as a bridge inspector and trainer for NDOT Agreement P085-16-011.

Additional Information:

Mr. Hatefi retired from the state in January 2017 and started working for Stantec Consulting Services Inc. He has 25 years of experience with Nevada Department of Transportation. Mr. Hatefi was a participant in the evaluation committee that awarded the contract to Stantec.

Statutory Authority:

NRS 333.705

REVIEWED: JEM  
ACTION ITEM: \_\_\_\_\_

**RECEIVED**

FEB 13 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
(Use Local Information)**MEMORANDUM**

February 8, 2017

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

**SUMMARY** Pursuant to the State Administrative Manual Section 0323, the Department of Transportation requests the authority to contract with a retired state employee. Mr. Hossein Hatefi retired from State Service on January 20, 2017 and has been employed by Stantec Consulting Services, Inc. Stantec Consulting Services Inc. is proposing to use Mr. Hatefi as a bridge inspector and trainer for NDOT Agreement P085-16-011 to provide inspection and support services to the Nevada Bridge Inspection Program.

**BACKGROUND** Stantec Consulting Services was selected by the RFP process to provide additional support for the NDOT Bridge Inspection Program for four years beginning in fiscal year 2016. Mr. Hatefi was on the selection committee during the procurement, however, the committee had five individuals on it and all evaluations were very close. Stantec had held the previous Bridge Inspection Agreement and with their history of excellent work, all committee members placed Stantec at the top of the list.

NDOT is required to inspect all bridges in the state of Nevada at a minimum of every two years and has relied on consultant support to provide additional personnel to complete the inspections. Generally, NDOT employs three Inspection Team Leaders and with the retirement of Mr. Hatefi, the Department now has two certified Team Leaders and has lost over 25 years of bridge inspection experience as well as his knowledge in filing the bridge inspection data reports as required by the FHWA. Stantec Consulting Services has solicited Mr. Hatefi to become a team member and it is in the best interest of the State to utilize the knowledge, skills and abilities of a career employee that has worked in the NDOT Bridge Inspection program to insure the safety and health of the bridges in the State of Nevada. Mr. Hatefi's continued involvement with the NDOT Bridge Inspection Program insures that all federal reports will be filed correctly and on schedule and that his expertise in initial inspections will not be lost as it is anticipated that he will help in training Team Leaders as well as other NDOT personnel involved in the inspection program.

**RECOMMENDATION** We respectfully request your consideration for approval for Stantec Consulting Services to enter into contract with Mr. Hatefi to be a team member of the NDOT Bridge Inspection Program, Agreement Number P085-16-011.

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<b>Hossein Hatefi</b>
<b>Former Employee ID number:</b>	<b>02050</b>
<b>Former Job Title:</b>	<b>Staff III, Registered Professional Engineer</b>
<b>Former Employing Agency:</b>	<b>Nevada Department of Transportation</b>
<b>Former Class and Grade:</b>	<b>Class 6.226 Grade 40, Step 10</b>
<b>Employment Dates:</b>	<b>3/6/2017 through end of contract 9/30/2020</b>
<b>Contracting Agency:</b>	<b>Stantec Consulting Services Inc.</b>

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.

<b>a. Summarize scope of contract work.</b>	Inspection of state bridges and tunnels per National Bridge and Tunnel Inspection Standards
<b>b. Document former job description.</b>	Staff III is responsible for keeping bridge inventory data updated and managed. He is responsible for all inventory inspections, writing inspection reports within legal time limits, coordinating with local entities and bridge owners by disseminating bridge inspection reports. The position also supervises a Staff II Associate Engineer that also performs as his bridge inspection assistant.
<b>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?</b>	Yes, Mr. Hatefi's understanding of the bridge inventory process, data management, and FHWA data submittal criteria and processes required under 23 CFR 650 is the basis for continuation within the over-arching NDOT-Stantec team to comply with Federal regulations. No clause existed within the contract specifically referring to these processes formerly completed by Mr. Hatefi however transfer of knowledge should be completed following 2 cycles of FHWA submittal following Mr. Hatefi's hiring or the end of the Stantec agreement, 9/30/2020, whichever is sooner
<b>d. Explain why existing State employees within your agency cannot perform this function.</b>	The Staff III position that Mr. Hossein vacated is a highly specialized position in that the individual must meet FHWA requirements, as well as hold a NV PE license. The FHWA requirements for a Team Leader with a PE position includes the completion of a ten day comprehensive bridge inspection course. Since the Inventory Engineer completes inventory (initial) inspections on all Nevada Bridges they must also have sufficient field experience to properly conduct an inspection.



	NDOT currently employs only three engineers that fulfill all requirements of Mr. Hatefi's position however their positions are at level or higher grades.. The Program Manager (Grade 45) for the inspection program, a Principal Engineer (Grade 43), and one Team Leader (Grade40) meet the requirements of the position. Mr. Hatefi's assistant has completed FHWA requirements but does not hold a PE.
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.	No relation.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	There are few qualified Bridge Inspection Team Leaders currently residing in Nevada and staffing this position with a fully qualified engineer may not be possible. Mr. Hatefi's continued involvement will insure a new engineer is fully trained and able to continue to insure safety for Nevada's travelling public.


Comments: Stantec Consulting Services, Inc. was hired by NDOT through the RFP process. Four consulting firms competed during the procurement process. Mr. Hatefi was one of five individuals on the evaluation committee. Due to the excellent service that Stantec had provided in the past, all evaluators rated Stantec as the top firm among the competition.

Stantec currently provides NDOT with support for the NDOT Bridge Inspection Program. NDOT is tasked with bridge inspections on all Nevada Bridges, state and locally owned, every two years. Nevada has 2015 bridges in its inventory at the present time. NDOT employs Three Team Leaders and One Assistant Inspector in its inspection program and relies on consultant augmentation in

order to complete the inspections. Stantec provides NDOT with a Team Leader, and two Assistant Inspectors on a daily basis. In addition, Stantec provides additional Team Leaders, Assistants, Load Rating Engineers and Sprat Trained Inspectors (rope trained) when needed.

It is anticipated that approximately 12 to 16 new bridges will be coming into the Nevada Bridge inventory this year as a result of completed structures on the Boulder City Bypass projects and Project Neon. NDOT will be asking Stantec to provide the inventory inspections on these bridges if Mr. Hatefi's replacement is still in training.


Mr. Hatefi gave the Department a two week notice prior to his retirement on January 20, 2017. His paperwork was not submitted until a day before his retirement and the Structures Division was unable to recruit for his replacement. Mr. Hatefi has trained his assistant, however the Staff II is not a PE position and therefore does not meet the requirements of the position.

DocuSigned by:  
  
C4C7CE5CD584445

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2/9/2017  
*Contracting Agency Head's Signature and Date*

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 2/13/17  
*Budget Analyst*

---

*Clerk of the Board of Examiners*




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

Date: February 7, 2017

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 BUSINESS AND INDUSTRY**  
**DIVISION OF INDUSTRIAL RELATIONS**

Agenda Item Write-up:

Pursuant to NRS 232.605(2), the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts as they have been determined to be uncollectible.

**A. Business and Industry, Division of Industrial Relations - \$860,027.67**

The reported debt consists of:

- Mechanical Section Fees/Fines-\$400.00
- Occupational Safety and Health Administration Fines/Penalties-\$403,870.53
- Uninsured Employer Claim Account-\$238,484.22
- Workers' Compensation Administrative Fines and Premium Penalties-\$217,272.92

Additional Information:

The Department of Business and Industry, Division of Industrial Relations is requesting to write-off debt totaling \$860,027.67. The Division of Industrial Relations is authorized pursuant to NRS 232.605(2) to submit requests to the Board of Examiners once the debt has been determined to be impossible or impractical to collect. If approved, the Board of Examiners or its Clerk shall immediately notify the State Controller.





DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INDUSTRIAL RELATIONS

January 12, 2017

To: Division of Industrial Relations Advisory Council  
From: Joseph "JD" Decker, Administrator, Division of Industrial Relations  
Subject: Approval of Bad Debts of the Division of Industrial Relations for Referral

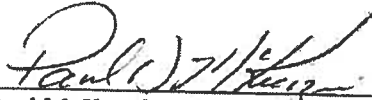
Per NRS 232.605(2) "For any amount of debt the Division determines is impossible or impractical to collect, the Council shall request the State Board of Examiners designate such amount as a bad debt. ..."

The Division of Industrial Relations (DIR) requested and received through a unanimous vote of the Advisory Council the approval to request that certain bad debts of the DIR be forwarded to the State Board of Examiners because these debts are impossible or impractical to collect. All attempts to locate and collect from the responsible parties have failed. The DIR's bad debts were presented at the January 4, 2017, Advisory Council meeting.

Please see attached breakdown of individual fines, penalties, and uninsured.

Mechanical Section Fees/Fines	\$ 400.00
Occupational Safety and Health Administration Fines/Penalties:	403,870.53
Uninsured Employer Claim Account	238,484.22
Workers' Compensation Administrative Fines and Premium Penalties:	217,272.92
Total Recommended Write-offs:	\$860,027.67

Total Approved: \$860,027.67

  
Paul McKenzie, Acting Chairman  
Division of Industrial Relations Advisory Council

01/17/2017  
Date Approved

**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**Mechanical Compliance Section**  
**January 4, 2017 [Ref. NRS 353c.140]**

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR2488	Spring Building/ dba Park Place Properties	2013-26301	6/21/2013	Invoice	\$ 120.00	\$0.00	\$ 120.00	1/4/2017	No payment received since referred to Controllers Office, submission date - 11/1/2013
DIR2807	Goronium/ dba Haunted Desert, LLC	2013-28072	10/10/2013	Invoice	\$ 280.00	\$0.00	\$ 280.00	1/4/2017	No payment received since referred to Controllers Office, submission date - 10/30/2014
Total							\$ 400.00		

DIR ADVISORY COUNCIL WRITE-OFF INFO

NV OSHA - Henderson

(Rev. 12/7/16) [Ref. - NRS 353c.140]

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR1045	Casino Excitement, Inc. dba Casino Lighting & Sign	314890484	7/28/2011	Administrative Fine	\$ 39,713.53	\$0.00	\$ 39,713.53		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1046	Dyno-Flo, Inc. dba Dyno-Flo	314887357		Administrative Fine	\$ 13,200.00	\$0.00	\$ 13,200.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1048	Florentino Roofing Services, Inc.	313974024		Administrative Fine	\$ 9,825.00	\$0.00	\$ 9,825.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1051	Charles Kaplan dba Assigned Seating & Manufacturing Group, Inc.	313969347	5/10/2010	Administrative Fine	\$ 2,400.00	\$0.00	\$ 2,400.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1052	Christopher Risvold dba American Granite L.V.	313974115	10/12/2010	Administrative Fine	\$ 2,700.00	\$0.00	\$ 2,700.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1053	Nevada Home Care Services, Inc. dba N H C S	313976128	3/9/2012	Administrative Fine	\$ 3,050.00	\$0.00	\$ 3,050.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1054	Laketyne, Incorporated dba Autoban Excellence	313974982	10/12/2010	Administrative Fine	\$ 1,500.00	\$0.00	\$ 1,500.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1056	The Integrity Group	314886938	1/5/2011	Administrative Fine	\$2,100.00	\$0.00	\$ 2,100.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1057	Washworks Rainbow, LLC dba Washworks	313971142	21/21/2010	Administrative Fine	\$7,500.00	\$0.00	\$ 7,500.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1058	Nevada Bottling and Beverage Company, LLC dba Nevada Bottling and Beverage	314885070	10/18/2010	Administrative Fine	\$1,200.00	\$0.00	\$ 1,200.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1060	Larry S. Michael	314886763	1/24/2011	Administrative Fine	\$3,060.00	\$0.00	\$ 3,060.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1061	Prochem Pest Solutions, Inc.	313972762	6/21/2010	Administrative Fine	\$3,000.00	\$0.00	\$ 3,000.00		No payment received since referred to Controllers Office, submission date - 4/20/2012

**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**NV OSHA - Henderson**  
 (Rev. 12/7/16) (Ref. - NRS 353c.140)

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR1082	International Marbe of Las Vegas, LLC dba International Marbe of Las Vegas	313439788	12/17/2009	Administrative Fine	\$126,000.00	\$0.00	\$ 126,000.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1083	Townco Construction Development, LLC dba Townco Construction	314893579	10/4/2011	Administrative Fine	\$ 15,120.00	\$0.00	\$ 15,120.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1084	Douglas DaSilva dba Aviation Inn	314889288	4/27/2011	Administrative Fine	\$ 3,600.00	\$0.00	\$ 3,600.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1088	Cruz Villalobos and Tina Villalobos dba Don's Vaoc	313969529	5/27/2010	Administrative Fine	\$ 2,325.00	\$0.00	\$ 2,325.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1089	Gary E. Miller dba Morgan Miller Shoes	313975252	3/21/2011	Administrative Fine	\$ 30,000.00	\$0.00	\$ 30,000.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1093	Allied West Construction, Inc. Timothy Phillip King a/k/a Timothy P. Copple dba Nor Cal Steel Roofing	314888553	3/7/2011	Administrative Fine	\$ 2,900.00	\$0.00	\$ 2,900.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1094	Brian Birdwell dba Trucks of Nevada, Inc.	312282379	2/25/2009	Administrative Fine	\$ 6,825.00	\$0.00	\$ 6,825.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1095	Green Way Recycling	314889965	6/2/2011	Administrative Fine	\$ 3,384.00	\$0.00	\$ 3,384.00		No payment received since referred to Controllers Office, submission date - 4/20/2012
DIR1113	GS Asset Management	313975286	9/3/2010	Administrative Fine	\$ 9,900.00	\$0.00	\$ 9,900.00		No payment received since referred to Controllers Office, submission date - 5/16/2012
DIR1114	Performance Ready Mix, LLC	314887852	3/21/2011	Administrative Fine	\$ 23,400.00	\$0.00	\$ 23,400.00		No payment received since referred to Controllers Office, submission date - 5/16/2012
DIR1319	Gist Décor Inc.	313976295	9/30/2010	Administrative Fine	\$ 12,250.00	\$0.00	\$ 12,250.00		No payment received since referred to Controllers Office, submission date - 7/30/2012
		315998279	11/10/2011	Administrative Fine	\$ 25,080.00	\$0.00	\$ 25,080.00		No payment received since referred to Controllers Office, submission date - 9/14/2012



**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**NV OSHA - Henderson**  
 (Rev. 12/7/16) (Ref. - NRS 353c.140)

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR1457	Antonio (Tony) Campa dba Casho Roofing	314891029	7/18/2011	Administrative Fine	\$ 2,560.00	\$0.00	\$ 2,560.00		No payment received since referred to Controllers Office, submission date - 10/8/2012
DIR1555	Adalberto Rivera dba Rivera Framers	316000975	8/21/2012	Administrative Fine	\$ 8,400.00	\$0.00	\$ 8,400.00		No payment received since referred to Controllers Office, submission date - 10/15/2012
DIR1671	Steve Goldstein dba Distinctive Construction Clean Up	315997817	11/9/2011	Administrative Fine	\$ 600.00	\$0.00	\$ 600.00		No payment received since referred to Controllers Office, submission date - 11/2/2012
DIR1672	Peter Steele dba Hubb City Construction	314899801	7/12/2012	Administrative Fine	\$ 3,660.00	\$0.00	\$ 3,660.00		No payment received since referred to Controllers Office, submission date - 11/2/2012
DIR1845	Dave Clingman dba Transmissions Technicians	316001452	6/9/2012	Administrative Fine	\$ 6,000.00	\$0.00	\$ 6,000.00		No payment received since referred to Controllers Office, submission date - 11/15/2012
DIR1877	Don Graziano dba Oasis Automotive	316000181	4/30/2012	Administrative Fine	\$ 13,350.00	\$0.00	\$ 13,350.00		No payment received since referred to Controllers Office, submission date - 11/21/2012
DIR2124	Scher's Superior Tire Inc dba Scher's Superior Tire #74	316004191	9/27/2012	Administrative Fine	\$ 6,583.00	\$0.00	\$ 6,583.00		No payment received since referred to Controllers Office, submission date - 12/28/2012
			Total				\$ 391,185.53		



**DIR ADVISORY COMMITTEE LIFETIME WRITE-OFF INFO**  
**Uninsured Employers Claim Accounts (UECA)**  
 (Rev. 11/30/15)

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice (Date Of Injury)	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR3332	C & C Trucking c/o Nicola Miller dba Crissey Family Trust	910971060	11/28/1994	medical expenses			\$ 2,607.77	1/4/2017	Per Legal, the case has been approved for lifetime write-off as both employers are deceased.
DIR3333	Carrage House Timeshare	860690102	1/1/1986	medical expenses			\$ 13,009.92	1/4/2017	Unable to locate employer. Lifetime write-off.
DIR3334	Century Business College	960155072	9/13/1995	medical expenses			\$ 82,189.69	1/4/2017	Per Legal, the employer went out of business and claimed bankruptcy. Nothing remains of the original organization from which the debt could be collected. Statute of limitations has expired.
DIR3337	Dietz Construction	980346970	12/2/1997	medical expenses			\$ 32,159.23	1/4/2017	Per Legal, the employer passed away July 2005. Statute of limitations has expired.
DIR3339	D & S Transport, LLC	300022	7/29/2003	medical expenses			\$ 25,496.24	1/4/2017	Per Legal, the bankruptcy filing was personal not corporate, but no personal or corporate assets were found and the timeframe to collect from the (revoked) LLC has expired. Statute of limitations has expired.
DIR3340	Emerson, Arthur Gordon; Deceased 4/15/12	96-0255353	12/1/1995	medical expenses			\$ 41,926.55	1/4/2017	A 1997 Appeals Officer decision found Arthur Gordon Emerson, homeowner/builder, (not son-in-law Thomas Matyas) to be the statutory employer. DIR Legal was unable to locate any assets for Mr. Emerson. According to a 2012 LV Review Journal obituary, Mr. Emerson, 85, passed away in Arizona in April 2012. Statute of Limitations has run on majority of claim expenses. Monthly expenses continue to be incurred; Write-off appropriate

**DIR ADVISORY COMMITTEE L WRITE-OFF INFO**  
**Uninsured Employers Claim Accounts (UECA)**  
 (Rev. 11/30/15)

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice (Date Of Injury)	Type of Penalty	Amt. Accessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR3341	Expo Network, Inc. (Revoked in 2007) [Exponet]	300028	3/3/2002	medical expenses			\$ 859.37	1/4/2017	There was a default judgment; however, the statute of limitations to file an action against the revoked corporation has run. Also, the employer claimed bankruptcy. The meeting of creditors found no assets and there was an order closing the case with no distribution. Statute of limitations has run on the past three years of expenses posted.
DIR3343	Matysek, Manuel & Stanley (revoked 8/1/89) dba Heidi Apartments	920886441	4/23/1992	medical expenses			\$ 3,901.53	1/4/2017	Employer Manuel Matysek passed away in 1998; DIR Legal filed Clark Co. District Ct. action against executrix Kelly LaCroix for \$18K & received a default judgment in 2004; debt submitted to State Controller's Office for collection; in 2005, Ms. LaCroix filed for Chapter 13 bankruptcy in Idaho, which was dismissed; in 2008, DIR Administrator Roger Bremner authorized ASU to do a lifetime write-off of debt.
DIR3345	Jackson, Bob	890673873	11/11/1988	medical expenses			\$ 14,485.16	1/4/2017	File was turned over to Legal. Per Legal, this is a lifetime write-off. Statute has expired on these expenses.
DIR3348	Link, John	127050000272	4/28/2011	medical expenses			\$ 8,047.63	1/4/2017	Employer deceased per notification by DIR-Legal & third party administrator-Sierra Nevada Administrators
DIR3349	Orcon Inc	810168814	1/27/1981	medical expenses			\$ 11,424.00	1/4/2017	Employer claimed bankruptcy and the corporation was involuntarily dissolved on March 29, 1985. Statute of limitations has expired on these expenses.



**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**WCS - NORTHERN DISTRICT OFFICE - FINES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR2240	A & A AUTO WRECKING LLC DBA ARNOLD'S AUTO WRECKING	1305992-155615	12/27/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR924	ADVANCED TILE & STONE SOLUTIONS	14378-150899	1/3/2011	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR2288	ALL AMERICAN SECURITY CORP	34782-155563	1/9/2013	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2117	AUSTRALIAN SWIM SCHOOL INC	1302339-155190	10/9/2012	Adm. Fine	\$2,500.00	\$0.00	\$2,500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2322	BEST CHOICE HOME HEALTHCARE INC	1304401-155378	11/20/2012	Adm. Fine	\$375.00	\$0.00	\$375.00	1/4/2017	Collection Attempts Unsuccessful
A529	CASH PRO INC	C09-CC000506	2/11/2008	Adm. Fine	\$500.00	\$467.00	\$33.00	1/4/2017	Collection Agency Fee
DIR2228	DAMODAR MOTEL PARTNERS LLC	39053-155257	10/16/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2287	DANIEL GALAVIZ-ARRIAGA DBA MACHO TEQUILAS HOME STY	1305513-155565	12/18/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR 2107	DAVID R BAKER DBA D&S CONSTRUCTION	1301306-154964	8/14/2012	Adm. Fine	\$500.00	\$500.00	\$9.80	1/4/2017	Collection Agency Fee - Contractors License Suspended
DIR2103	GBA 3 LLC	35030-153992	2/6/12	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2167	DRAEGER CONSTRUCTION INC	40268-154704	6/19/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2244	DRAEGER CONSTRUCTION LLC	1305240-155772	1/24/2013	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked/Surrendered
DIR2166	DUKIMO LLC	36605-154137	3/2/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2108	EMPLOYER ADMINISTRATIVE RESOURCE	34627-154976	8/15/2012	Adm. Fine	\$2,500.00	\$0.00	\$2,500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2103	GBA 3 LLC	35030-153992	2/6/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2350	GEMMA GREEN WALRDON DBA LAW OFFICES OF GEMMA GREEN	30052-153521	11/14/2011	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful
DIR2354	GEMMA GREEN WALRDON DBA LAW OFFICES OF GEMMA GREEN	34420-153845	1/12/2012	Adm. Fine	\$1,000.00	\$150.00	\$850.00	1/4/2017	Collection Attempts Unsuccessful

**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**WCS - NORTHERN DISTRICT OFFICE - FINES**  
**January 4, 2017**

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR957	GENE VIGIL DBA A-1 PAINTING	21548-152731	8/3/2011	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR714	GENE VIGIL DBA A-1 PAINTING	15732-149609	8/31/2010	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR2320	GIGGLES & GRINS CHILD CARE LLC	36442-154119	2/29/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2168	GREGORY BLACK DBA TWO COLLEGE GUYS	1300930-154953	8/7/2012	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful
DIR2226	HAM & MORE INC	1301425-155041	9/20/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR906	HERBERT OTTO DBA OTTO & SONS CONSTRUCTION	20370-151810	4/15/2011	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR921	HERBERT OTTO DBA OTTO & SONS CONSTRUCTION	23649-151496	3/8/2011	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR2111	HGLP HOLDINGS INC	1301997-155064	9/6/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2109	IGNACTO GARIJO DBA WINNEMUCCA CAB CO	1300183-155039	8/22/2012	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful
DIR2218	JAMES PACE ATTORNEY AT LAW	1304065-155409	11/15/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2319	MICHELLE GANDOLFO DBA FONDUE BODY SALON	36911-154231	3/14/2012	Adm. Fine	\$500.00	\$473.05	\$26.95	1/4/2017	Collection Agency Fee
DIR2284	NEVADA SEATING & MOBILITY INC	1302071-155561	12/7/2012	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful
DIR2226	NRK ENTERPRISES INC DBA ROSCOE'S RIB JOINT	1302354-155127	11/16/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2227	PIONEER HEALTH RESOURCES INC	1302444-155129	10/15/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2283	PROXY PRO MANAGEMENT INC	1305737-155593	12/19/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2162	RAY GOFFIN CONSTRUCTION INC	1303174-155256	10/16/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful License Surrendered
DIR2218	REBECCA A CLINTON DBA CREATIVE LEARNING CENTER LLC	1304494-155457	11/16/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2169	RICHARD E ALLEN DBA THE BARBEQUE HOUSE	35849-155159	9/28/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful

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**WCS - NORTHERN DISTRICT OFFICE - FINES**  
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DIR2238	SAVING POINT AUTO SALES LLC DBA MR HUBCAP	1305050-155651	1/3/2013	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful
DIR2310	SPARE BACKUP INC	1301377-155515	1/9/2013	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2114	SUN SEALER INC	1302861-155179	10/2/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2249	SUN SEALER INC	1306135-155661	1/8/2013	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2224	SYNERGY GOLF COURSE MANAGEMENT LLC	36908-155539	1/9/2013	Adm. Fine	\$500.00	\$490.20	\$9.80	1/4/2017	Collection Agency Fee
DIR2280	TERRY CAMPBELL DBA THE OASIS AT RYE PATCH	1304184-155412	12/28/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2412	THE CAPITOL CO LTD	1311166-156687	6/14/2013	Adm. Fine	\$500.00	\$468.10	\$31.90	1/4/2017	Collection Agency Fee
DIR2246	TOUSA RECOVERY ACQUISITION LLC	1306395-155703	1/15/2013	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2228	TRANSWEST MANUFACTURING LLC	1303175-155224	11/20/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR2106	DBA TRAVIS ANDREWS	1301169-154967	8/15/2012	Adm. Fine	\$1,000.00	\$0.00	\$1,000.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR889	CONSTRUC VALUE SPORTS, LLC	21902-151121	1/19/2011	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
DIR1228	WILLIS ELECTRIC INC	37642-154376	4/24/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2163	WOODSIDE TEMPORARIES INC	1303109-155227	10/10/2012	Adm. Fine	\$500.00	\$0.00	\$500.00	1/4/2017	Collection Attempts Unsuccessful
				<b>TOTALS:</b>	\$34,875.00	\$2,548.35	\$32,336.45		



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DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR2240	A & A AUTO WRECKING LLC DBA ARNOLD'S AUTO WRECKING	1305992-155614	12/27/2012	Premium	\$2,133.12	\$0.00	\$2,133.12	1/4/2017	Collection Attempts Unsuccessful
DIR2289	AMY CLARK DBA NEVADA UNIFORMS & SUPPLIES	29474-152813	8/18/2011	Premium	\$238.05	\$0.00	\$238.05	1/4/2017	Employer Filed Bankruptcy
DIR2118	AUSTRALIAN SWIM SCHOOL INC	1302339-155121	9/19/2012	Premium	\$287.85	\$0.00	\$287.85	1/4/2017	Collection Attempts Unsuccessful
DIR2164	CHARLES FULKS DBA BIG HORN SALOON	1301362-154975	8/15/2012	Premium	\$41.52	\$0.00	\$41.52	1/4/2017	Collection Attempts Unsuccessful
DIR2230	CLAUDIA VILLEGAS DBA CLAUDIA'S BAKE SHOP	1303423-155299	10/24/2012	Premium	\$62.72	\$0.00	\$62.72	1/4/2017	Collection Attempts Unsuccessful
DIR2243	CLAUDIA VILLEGAS DBA CLAUDIA'S BAKE SHOP	1306709-155808	1/31/2013	Premium	\$36.50	\$0.00	\$36.50	1/4/2017	Collection Attempts Unsuccessful
DIR2167	DRAEGER CONSTRUCTION INC	40268-154703	6/19/2012	Premium	\$8,063.41	\$0.00	\$8,063.41	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2244	DRAEGER CONSTRUCTION LLC	1306240-155549	1/24/2013	Premium	\$2,135.10	\$0.00	\$2,135.10	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked/Surrendered
DIR2113	EARLY BASICS LEARNING ACADEMY	1301892-155070	9/10/2012	Premium	\$90.75	\$0.00	\$90.75	1/4/2017	Collection Attempts Unsuccessful
DIR2321	ELLIS SALLFREDINI DBA AFTER EFFECTS	1300967-154963	1/9/2013	Premium	\$239.86	\$0.00	\$239.86	1/4/2017	Collection Attempts Unsuccessful
DIR2247	GAGAN BASRA LLC DBA CITY HEART MOTEL	1306296-155684	1/11/2013	Premium	\$95.22	\$0.00	\$95.22	1/4/2017	Collection Attempts Unsuccessful
DIR2185	GALENA FROZEN YOGURT CO LLC DBA U-SWIRL	1300651-154898	7/27/2012	Premium	\$578.20	\$0.00	\$578.20	1/4/2017	Collection Attempts Unsuccessful
DIR2223	GARY POPKISS DBA GARY'S AUTOMOTIVE	1305002-155530	11/30/2012	Premium	\$233.80	\$0.00	\$233.80	1/4/2017	Collection Attempts Unsuccessful
DIR2354	GEMMA GREEN WALRDON DBA LAW OFFICES OF GEMMA GREEN	34420-153846	1/12/2012	Premium	\$17.60	\$0.00	\$17.60	1/4/2017	Collection Attempts Unsuccessful
DIR714	GENE VIGIL DBA A-1 PAINTING	15732-149610	8/31/2010	Premium	\$20.93	\$0.00	\$20.93	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR2170	GREGORY BLACK DBA TWO COLLEGE GUYS	1300930-154950	8/1/2012	Premium	\$103.85	\$0.00	\$103.85	1/4/2017	Collection Attempts Unsuccessful
DIR2225	HAM & MORE INC	1301425-155040	9/20/2012	Premium	\$207.87	\$0.00	\$207.87	1/4/2017	Collection Attempts Unsuccessful
DIR912	HERBERT OTTO DBA OTTO & SONS CONSTRUCTION	20320-150752	12/15/2010	Premium	\$995.67	\$0.00	\$995.67	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled

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DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to	Reason for Write-off Recommendation
DIR921	HERBERT OTTO DBA OTTO & SONS CONSTRUCTION	23649-151487	9/8/2011	Premium	\$2.38	\$0.00	\$2.38	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled
DIR2122	LANTIS PRODUCTIONS INC	1302676-155154	9/28/2012	Premium	\$442.20	\$442.20	\$8.67	1/4/2017	Collection Agency Fee
DIR2112	NEVADA SEATING & MOBILITY INC	1302071-155087	9/10/2012	Premium	\$175.50	\$0.00	\$175.50	1/4/2017	Collection Attempts Unsuccessful
DIR2119	NEVADAMIX INC	1302775-155149	9/28/2012	Premium	\$64.80	\$0.00	\$64.80	1/4/2017	Collection Attempts Unsuccessful
DIR2226	NRK ENTERPRISES INC DBA ROSCOE'S RIB JOINT	1302354-155126	11/16/2012	Premium	\$339.69	\$0.00	\$339.69	1/4/2017	Collection Attempts Unsuccessful
DIR2227	PIONEER HEALTH RESOURCES INC	1302444-155128	10/15/2012	Premium	\$49.56	\$0.00	\$49.56	1/4/2017	Collection Attempts Unsuccessful
DIR2219	REBECCA A CLINTON DBA CREATIVE LEARNING CENTER LLC	1304494-155456	11/16/2012	Premium	\$213.20	\$0.00	\$213.20	1/4/2017	Collection Attempts Unsuccessful
DIR2292	RUBEN RENTERIA DBA RUBEN'S CANTINA	1301577-155541	12/6/2012	Premium	\$72.90	\$0.00	\$72.90	1/4/2017	Collection Attempts Unsuccessful
DIR2291	RUBEN RENTERIA DBA RUBEN'S CANTINA	1305252-155548	12/6/2012	Premium	\$50.69	\$0.00	\$50.69	1/4/2017	Collection Attempts Unsuccessful
DIR2222	SAVING POINT AUTO SALES LLC DBA MR HUBCAP	1305050-155528	1/30/2012	Premium	\$74.37	\$0.00	\$74.37	1/4/2017	Collection Attempts Unsuccessful
DIR2121	SHAHWALI BILL ABDUL DBA DAYTON VALLEY CORNER STORE	1302478-155153	9/28/2012	Premium	\$142.27	\$0.00	\$142.27	1/4/2017	Collection Attempts Unsuccessful
DIR2241	SIERRA RESTAURANT MANAGEMENT LLC DBA EXTREME PIZZA	1305521-155596	12/19/2012	Premium	\$204.96	\$0.00	\$204.96	1/4/2017	Collection Attempts Unsuccessful
DIR2310	SPARE BACKUP INC	1301377-154973	1/9/2013	Premium	\$314.15	\$0.00	\$314.15	1/4/2017	Collection Attempts Unsuccessful
DIR2248	SUN SEALER INC	1306135-155654	1/9/2013	Premium	\$1,128.13	\$0.00	\$1,128.13	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
DIR2286	SUNSET COVE INC DBA SIPRIANI'S	1304844-155667	12/13/2012	Premium	\$153.09	\$0.00	\$153.09	1/4/2017	Collection Attempts Unsuccessful
DIR2280	TERRY CAMPBELL DBA THE OASIS AT RYE PATCH	1304184-155411	12/28/2012	Premium	\$28.83	\$0.00	\$28.83	1/4/2017	Collection Attempts Unsuccessful
DIR2105	TRAVIS SHELDON ANDREWS DBA TRAVIS ANDREWS CONSTRUC	1301169-154954	8/7/2012	Premium	\$54.90	\$0.00	\$54.90	1/4/2017	Collection Attempts Unsuccessful - Contractors License Cancelled

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**WCS - NORTHERN DISTRICT OFFICE - PENALTIES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR2232	TROPICAL PENGUIN SCUBA INC	1303998-155347	11/7/2012	Premium	\$77.04	\$0.00	\$77.04	1/4/2017	Collection Attempts Unsuccessful
A382	UNIVERSAL BROADCASTING INC	PP08-CC000131	12/20/2007	Premium	\$212.28	\$0.00	\$212.28	1/4/2017	Collection Attempts Unsuccessful
DIR2171	VISION SECURITY LLC	1302565-155151	9/28/2012	Premium	\$4,412.18	\$0.00	\$4,412.18	1/4/2017	Collection Attempts Unsuccessful
DIR1228	WILLIS ELECTRIC INC	37642-154375	4/24/2012	Premium	\$229.60	\$0.00	\$229.60	1/4/2017	Collection Attempts Unsuccessful - Contractors License Revoked
				<b>TOTALS:</b>	<b>\$26,024.74</b>	<b>\$442.20</b>	<b>\$23,591.21</b>		

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**WCS - SOUTHERN DISTRICT OFFICE - FINES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR-1794	Adam Carmer/Adams Ribs	EI-5810-10-146743	11/25/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1326	Admistra, Inc/La Cabana American States	EI-7284-10-148059	3/5/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2100	Ins.Company	C08-LV000252	9/13/2007	Admin Fine	\$ 375.00		\$ 375.00		Statute of Limitations
DIR-1792	Aqua Cleaners Plus LLC	EI-5020-10-146991	12/21/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1871	Azalia J Leblanc/Ristorante E Tapas & Kitchen	EI-3143-10-146001	12/24/2008	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2101	B & J Bookkeeping Services, LLC	EI-6974-10-147123	2/16/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1806	Caribbean Sun, LLC	EI-3211-10-145989	9/30/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1812	Copper Creek Partners, LLC	EI-5911-10-146917	12/11/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1966	EMD Enterprises LLC/Dairy Queen	EI-7409-10-147457	2/3/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2096	Employno SVS, Ltd	BP-3257-10-141383	9/14/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
N/A	Employment Traditions	BP-LV-16329-149537	8/3/2010	Admin Fine	\$ 1,500.00		\$ 1,500.00		Statute of Limitations
DIR-1870	Finishline Motorsports, Inc.	EI-2293-10-141119	2/28/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-813	George Wells/Metro Trucking, Inc.	C07-LV000154	7/31/2006	Admin Fine	\$ 2,510.89		\$ 2,510.89		Collection Attempt Unsuccessful
DIR-1858	Gerardo Lopez, LLC	EI-3168-10-145881	6/25/2007	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1677	Gibney Industries, Inc./Day & Night Sweeping	EI-8013-10-147836	1/21/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1675	Gibney Industries, Inc./Day & Night Sweeping	EI-6954-10-147127	3/18/2011	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1411	Hawain Heavy Haul, Inc.	EI-7375-10-147465	1/22/2010	Admin Fine	\$ 2,500.00		\$ 2,500.00		Collection Attempt Unsuccessful
DIR-1793	High Post LLC	EI-5180-10-146577	11/6/2009	Admin Fine	\$ 2,500.00		\$ 2,500.00		Collection Attempt Unsuccessful
DIR-1970	Himalayan Cuisine, LLC	EI-7991-10-147678	1/29/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1917	JC Spray, Inc.	EI-2287-10-141188	8/28/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1912	Jeffrey Doerr/Green Tea Company	EI-1672-10-148570	4/16/2010	Admin Fine	\$ 2,500.00		\$ 2,500.00		Collection Attempt Unsuccessful
DIR-1647	Jeffrey Y Jeong/Korean BBQ, LLC	EI-5801-10-146733	11/25/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful

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DIR-1250	JICR, LLC/Port of Subs	EI-1160-10-140969	8/7/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1826	Jolene Stokes/J & J Pools	EI-7954-10-147738	2/4/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-8008	Jorge Enrique Flores/Playas De Sinaloa Restaurants	EI-8008-10-147382	2/19/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1967	June Rae Park/Mijori Restaurant	EI-7427-10-147635	1/29/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1857	Knacktove, LLC/Golden Salon & Spa	EI-1892-10-141050	4/17/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1860	Kondo Procesa E/Kapu	EI-3244-10-145926	7/15/2007	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1796	Lawless Engines, LLC	EI-5943-10-146852	12/9/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1963	Leventry Holly/C&C Marketing	EI-7255-10-147439	1/22/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2002	Mar Recycling, LLC	EI-5921-10-146828	10/21/2011	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1973	Maxine B Haidy, LLC/BBQ Shak	EI-8014-10-147977	2/26/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1968	Metro Development Group, LLC	EI-7482-10-147621	6/3/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1862	Mountain Ridge Holdings, Inc.	EI-5817-10-146747	6/30/2007	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2046	Mountain Vista Animal Hospital	SYR-4860-10-146537	11/6/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2266	Myoworks, LLC/Jason Aguirre	EI-587-10-147016	3/19/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1809	New China Star, Inc.	EI-3491-10-145984	9/30/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1891	Off the Edge Salon, LLC	EI-1883-10-141044	8/14/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2042	Paige One, Ltd/Bounce U	EI-7431-10-147736	2/10/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1807	Photo Manila, LLC	EI-3228-10-145986	9/30/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1914	Poonam Kejrwal and Uttam Kejrwal/Damino's Jet Gas	EI-2069-10-141157	8/28/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2045	Preferred Financial Corp.	SYR-6695-10-146939	12/18/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1810	R K RUE, Inc./CDI	EI-5195-10-146581	11/6/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1915	RD2, LLC	EI-2070-10-141155	8/28/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful

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**WCS - SOUTHERN DISTRICT OFFICE - FINES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR-1813	Retail Management Services	EI-6978-10-147119	3/2/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1811	Rewaco Trifles, LLC	EI-5236-10-146765	12/4/2009	Admin Fine	\$ 1,000.00		\$ 1,000.00		Collection Attempt Unsuccessful
DIR-1971	RVR Allied Business Investors, Inc	EI-7992-10-147803	3/4/2010	Admin Fine	\$ 2,500.00		\$ 2,500.00		Collection Attempt Unsuccessful
DIR-2033	Sate, LLC/Big Town Hero	EI-3494-10-145867	9/25/2009	Admin Fine	\$ 232.00		\$ 232.00		Collection Attempt Unsuccessful
DIR-1790	Scott Campbell/Fox's Pizza Den	EI-3444-10-145909	10/21/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
A222	Scott Trombly & Beth Burnside/SGO LV, LLC	C08-LV000799	2/11/2008	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
A111	Service Pros, Inc.	C08-LV000786	2/4/2008	Admin Fine	\$500.00		\$500.00		Collection Attempt Unsuccessful
DIR-1859	SWD Enterprises, Inc.	EI-3170-10-145879	9/25/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1798	T & A Domino, Inc. Domino's Jet Gas	EI-6924-10-147121	2/4/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
N/A	Third Party Solutions	C09-LV000483	1/26/2009	Admin Fine	\$ 375.00		\$ 375.00		Statute of Limitations
DIR-2025	Thirsty's Enterprises, LLC	EI-6951-10-147125	12/28/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-2093	Trevi MFG/Scott Action	5YR-5329-10-146724	6/18/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1969	USA Cinemas Las Vegas, Inc.	EI-7951-10-147801	2/19/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1918	Vegavac International, LLC/ Aerus Electrolux	EI-3201-10-145899	9/25/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1633	Vicman Inc/Servpro of Downtown Las Vegas	EI-7437-10-147443	1/22/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1846	Victor Perri/Law Offices of We Gotcha Covered, Inc./Raymond Nogra	EI-5187-10-146583	6/6/2007	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1959	WOW Printing, LLC	EI-5815-10-146745	3/28/2012	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1789	Wowee! Sarap! LLC	EI-8006-10-148009	2/26/2010	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
DIR-1808	You Can Cross, Inc.	EI-3230-10-145901	9/25/2009	Admin Fine	\$ 2,500.00		\$ 2,500.00		Collection Attempt Unsuccessful
		EI-3454-10-145993	9/30/2009	Admin Fine	\$ 500.00		\$ 500.00		Collection Attempt Unsuccessful
		<b>TOTALS:</b>			<b>\$ 44,992.89</b>	<b>\$</b>	<b>\$ 44,992.89</b>		

**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**WCS - SOUTHERN DISTRICT OFFICE - PENALTIES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR-1820	5 Elemental, Inc./Zaap Thai Cuisine	EI-7044-10-147249	1/6/2010	Premium	\$ 224.58		\$ 224.58		Collection Attempt Unsuccessful
DIR-1794	Adam Carmer/Adams Ribs	EI-5810-10-146704	11/25/2009	Premium	\$ 732.71		\$ 732.71		Collection Attempt Unsuccessful
DIR-1326	Admistca, Inc/La Cabana	EI-7284-10-148059	3/5/2010	Premium	\$ 135.62		\$ 135.62		Collection Attempt Unsuccessful
DIR-1792	Aqua Cleaners Plus LLC	EI-5020-10-146992	12/21/2009	Premium	\$ 54.85		\$ 54.85		Collection Attempt Unsuccessful
DIR-2101	B & J Bookkeeping Services, LLC	EI-6974-10-147124	2/16/2010	Premium	\$ 27.29		\$ 27.29		Collection Attempt Unsuccessful
DIR-792	B.F.C. Printing LLC	EI-7271-10-147297	1/8/2010	Premium	\$ 1,309.05		\$ 1,309.05		Collection Attempt Unsuccessful
DIR-1936	Bay Automotive/Exclusive Auto Body #117	EI-7514-10-147565	1/29/2010	Premium	\$ 218.90		\$ 218.90		Collection Attempt Unsuccessful
DIR-1828	Doris Nehme-Tomalka Esq/Sweet Dreams Mattress Gallery	EI-5761-10-149220	6/30/2010	Premium	\$ 4,374.08		\$ 4,374.08		Collection Attempt Unsuccessful
DIR-1966	EMD Enterprises LLC/Dairy Queen	EI-7409-10-147458	2/3/2010	Premium	\$ 120.26		\$ 120.26		Collection Attempt Unsuccessful
DIR-1815	Emmanuel Luna/King Taco Express	EI-3717-10-146543	1/13/2010	Premium	\$ 808.51		\$ 808.51		Collection Attempt Unsuccessful
DIR-1858	Gerardo Lopez, LLC	EI-3168-10-145882	6/25/2007	Premium	\$ 752.60		\$ 752.60		Collection Attempt Unsuccessful
DIR-1677	Gibney Industries, Inc./Day & Night Sweeping	EI-8013-10-147837	1/21/2010	Premium	\$ 640.00		\$ 640.00		Collection Attempt Unsuccessful
DIR-1675	Gibney Industries, Inc./Day & Night Sweeping	EI-6954-10-147128	3/18/2011	Premium	\$ 2,719.24		\$ 2,719.24		Collection Attempt Unsuccessful
DIR-2409	Global Business Funding, Inc.	EI-2683-10-141257	8/26/2009	Premium	\$ 1,298.44		\$ 1,298.44		Collection Attempt Unsuccessful
DIR-1411	Hawalln Heavy Haul, Inc.	EI-7375-10-147466	1/22/2010	Premium	\$ 1,922.25		\$ 1,922.25		Collection Attempt Unsuccessful
DIR-1945	HC & YC Management/Greenroom Korean Restaurant	EI-7272-10-147298	1/8/2010	Premium	\$ 250.14		\$ 250.14		Collection Attempt Unsuccessful
DIR-1793	High Post LLC	EI-5180-10-146578	11/6/2009	Premium	\$ 965.34		\$ 965.34		Collection Attempt Unsuccessful
DIR-1938	Hratch M. Satamian/Am/PM Warehouse Delivery	EI-7331-10-147266	9/9/2011	Premium	\$ 184.98		\$ 184.98		Collection Attempt Unsuccessful
DIR-1902	Issac Dugom/Penny Bargain Furniture	EI-2767-10-147050	12/23/2009	Premium	\$ 565.04		\$ 565.04		Collection Attempt Unsuccessful
DIR-1903	Issac Dugom/Penny Bargain Furniture	EI-3857-10-147051	12/23/2009	Premium	\$ 159.48		\$ 159.48		Collection Attempt Unsuccessful
DIR-1937	J & H Won Inc/Café Haru	EI-7336-10-147263	1/8/2010	Premium	\$ 63.38		\$ 63.38		Collection Attempt Unsuccessful
DIR-1917	J.C. Spray, Inc.	EI-2287-10-141189	8/28/2009	Premium	\$ 178.86		\$ 178.86		Collection Attempt Unsuccessful
DIR-1912	Jeffrey Doerr/Green Tea Company	EI-1672-10-148751	4/16/2010	Premium	\$ 373.36		\$ 373.36		Collection Attempt Unsuccessful
DIR-1647	Jeffrey Y Jeong/Korean BBC, LLC	EI-5801-10-146734	11/25/2009	Premium	\$ 87.91		\$ 87.91		Collection Attempt Unsuccessful
DIR-1250	JICR, LLC/Port of Subs	EI-1160-10-140970	8/7/2009	Premium	\$ 91.87		\$ 91.87		Collection Attempt Unsuccessful

**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**WCS - SOUTHERN DISTRICT OFFICE - PENALTIES**  
**January 4, 2017**

OBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR-1826	Jolene Stokes/J. & J. Pools	EI-7954-10-147738	2/4/2010	Premium	\$ 108.74		\$ 108.74		Collection Attempt Unsuccessful
DIR-8008	Jorge Enrique Flores/Playas De Sinaloa Restaurants	EI-8008-10-147383	2/19/2010	Premium	\$ 169.57		\$ 169.57		Collection Attempt Unsuccessful
DIR-1958	Jose Pena/Lantera Charleston	EI-2731-10-145931	3/15/2010	Premium	\$ 6,323.70		\$ 6,323.70		Collection Attempt Unsuccessful
DIR-1967	June Rae Park/Mijori Restaurant	EI-7427-10-147636	1/29/2010	Premium	\$ 250.05		\$ 250.05		Collection Attempt Unsuccessful
DIR-2039	Kay Motel, LLC	EI-3247-10-145860	9/18/2009	Premium	\$ 1,033.00		\$ 1,033.00		Collection Attempt Unsuccessful
DIR-1857	Knacklove, LLC/Golden Salon & Spa	EI-1892-10-141051	4/17/2009	Premium	\$ 166.11		\$ 166.11		Collection Attempt Unsuccessful
DIR-1860	Kondo Procesa E/Kapu	EI-3244-10-145927	7/15/2007	Premium	\$ 30.67		\$ 30.67		Collection Attempt Unsuccessful
DIR-1954	Las Vegas Rod & Custom	EI-172-10-140918	8/7/2009	Premium	\$ 9,689.67		\$ 9,689.67		Collection Attempt Unsuccessful
DIR-1796	Lawless Engines, LLC	EI-5943-10-146853	12/9/2009	Premium	\$ 608.93		\$ 608.93		Collection Attempt Unsuccessful
DIR-1956	Librado Rodriguez/Molcasalsa	EI-2218-10-146778	11/30/2009	Premium	\$ 4,631.15		\$ 4,631.15		Collection Attempt Unsuccessful
DIR-1965	Loving Stone & Tire Specialists	EI-7287-10-147303	1/8/2010	Premium	\$ 1,466.28		\$ 1,466.28		Collection Attempt Unsuccessful
DIR-2002	Mar Recycling, LLC	EI-5921-10-146829	10/21/2011	Premium	\$ 107.42		\$ 107.42		Collection Attempt Unsuccessful
DIR-1817	Marco Villegas/Connie's Clean Up	EI-6940-10-147133	12/28/2009	Premium	\$ 235.81		\$ 235.81		Collection Attempt Unsuccessful
DIR-1817	Marco Villegas/Connie's Clean Up	EI-6947-10-147134	12/28/2009	Premium	\$ 1,943.80		\$ 1,943.80		Collection Attempt Unsuccessful
DIR-1989	Martinez, Luis/L&M Maintenance	EI-7342-10-147260	9/30/2010	Premium	\$ 126.77		\$ 126.77		Collection Attempt Unsuccessful
DIR-1973	Maxine B Haidy, LLC/BBQ Shak	EI-8014-10-147978	2/26/2010	Premium	\$ 219.29		\$ 219.29		Collection Attempt Unsuccessful
DIR-1839	Messinia, Inc./Screwball Sports Unge & Restaurant	EI-3449-10-145911	9/25/2009	Premium	\$ 9,737.16		\$ 9,737.16		Collection Attempt Unsuccessful
DIR-1968	Metro Development Group, LLC	EI-7482-10-147622	6/3/2010	Premium	\$ 69.22		\$ 69.22		Collection Attempt Unsuccessful
DIR-1988	Michelin's LLC/Ultra Water	EI-5273-10-146893	12/21/2009	Premium	\$ 880.00		\$ 880.00		Collection Attempt Unsuccessful
DIR-1964	Monster, Inc./Monster Trucking	EI-7274-10-147300	1/8/2010	Premium	\$ 1,354.87		\$ 1,354.87		Collection Attempt Unsuccessful
DIR-1862	Mountain Ridge Holdings, Inc.	EI-5817-10-146748	6/30/2007	Premium	\$ 195.84		\$ 195.84		Collection Attempt Unsuccessful
DIR-2614	My Cousin Vinnie's Pizza LLC	EI-7352-10-147253	9/9/2011	Premium	\$ 1,532.23		\$ 1,532.23		Collection Attempt Unsuccessful
DIR-1822	Nevada Flyers and Printing, Inc.	EI-7050-10-147245	1/6/2010	Premium	\$ 14,283.19		\$ 14,283.19		Collection Attempt Unsuccessful
DIR-1961	Pahrump Valley Tires	EI-7215-10-147271	1/8/2010	Premium	\$ 157.34		\$ 157.34		Collection Attempt Unsuccessful
DIR-2042	Paige One, Ltd/Bounce U	EI-7431-10-147737	2/10/2010	Premium	\$ 39.77		\$ 39.77		Collection Attempt Unsuccessful
DIR-1914	Poonam Kejriwal and Uttam	EI-2069-10-141158	8/28/2009	Premium	\$ 361.63		\$ 361.63		Collection Attempt Unsuccessful
DIR-1971	R/R Allied Business Investors, Inc	EI-7992-10-147804	3/4/2010	Premium	\$ 236.48		\$ 236.48		Collection Attempt Unsuccessful
DIR-1790	Scott Campbell/Fox's Pizza Den	EI-3444-10-145910	10/21/2009	Premium	\$ 108.12		\$ 108.12		Collection Attempt Unsuccessful
A222	Scott Trombly & Beth Burnside/SGO LV, LLC	PP08-LV000294	2/11/2008	Premium	\$ 494.14		\$ 494.14		Collection Attempt Unsuccessful
A111	Service Pros, Inc.	PP08-LV000286	2/4/2008	Premium	\$ 962.50		\$ 962.50		Collection Attempt Unsuccessful
DIR-1838	Steven Smarsh/Desert Ink, LLC	EI-7648-10-147578	1/29/2010	Premium	\$ 1,351.54		\$ 1,351.54		Collection Attempt Unsuccessful



**DIR ADVISORY COUNCIL WRITE-OFF INFO**  
**WCS - SOUTHERN DISTRICT OFFICE - PENALTIES**  
 January 4, 2017

DBI Assigned No.	Business Entity/ Debtor	Internal Invoice No.	Date of Initial Invoice	Type of Penalty	Amt. Assessed	Amt. Collected	Balance Due	Referred by DIR Advisory Board to BOE	Reason for Write-off Recommendation
DIR-1955	Sun Enterprises Management Group	EI-2148-10-141117	8/21/2009	Premium	\$ 23,412.82		\$ 23,412.82		Collection Attempt Unsuccessful
DIR-1962	Susan Wolf/Mototrends	EI-7222-10-147268	1/8/2010	Premium	\$ 190.11		\$ 190.11		Collection Attempt Unsuccessful
DIR-1859	SWD Enterprises, Inc.	EI-3170-10-145879	9/25/2009	Premium	\$ 2,418.25		\$ 2,418.25		Collection Attempt Unsuccessful
DIR-1798	T & A Domino, Inc. Domino's Jet Gas	EI-6924-10-147122	2/4/2010	Premium	\$ 140.67		\$ 140.67		Collection Attempt Unsuccessful
DIR-2025	Thirsty's Enterprises, LLC	EI-6951-10-147126	12/28/2009	Premium	\$ 51.17		\$ 51.17		Collection Attempt Unsuccessful
DIR-1987	Tomlyn Inc/Sign City USA	EI-4629-10-146541	9/6/2009	Premium	\$ 684.41		\$ 684.41		Collection Attempt Unsuccessful
DIR-1816	Tran Electric, LLC	EI-7033-10-147142	12/28/2009	Premium	\$ 274.14		\$ 274.14		Collection Attempt Unsuccessful
DIR-1969	USA Cinemas Las Vegas, Inc.	EI-7951-10-147802	2/19/2010	Premium	\$ 112.27		\$ 112.27		Collection Attempt Unsuccessful
DIR-1732	Veg Landscaping Corporation	EI-7825-10-147419	1/15/2010	Premium	\$ 2,987.01		\$ 2,987.01		Collection Attempt Unsuccessful
DIR-1918	Vegavac International, LLC/ Aerus Electrolux	EI-3201-10-145900	9/25/2009	Premium	\$ 65.97		\$ 65.97		Collection Attempt Unsuccessful
DIR-1959	We Gotcha Covered, Inc./Raymond Nogera	EI-5815-10-146746	3/28/2012	Premium	\$ 572.24		\$ 572.24		Collection Attempt Unsuccessful
DIR-2030	Won Shik Yu/Grand City Development Company	EI-4780-10-146337	6/20/2008	Premium	\$ 6,000.00		\$ 6,000.00		Collection Attempt Unsuccessful
DIR-1972	WOW Printing, LLC	EI-8006-10-148010	2/26/2010	Premium	\$ 1,296.87		\$ 1,296.87		Collection Attempt Unsuccessful
DIR-1789	Wowee! Sarapl LLC	EI-3230-10-145902	9/25/2009	Premium	\$ 460.67		\$ 460.67		Collection Attempt Unsuccessful
DIR-1957	Zona, Rosa, Inc.	EI-2273-10-146128	10/9/2009	Premium	\$ 777.04		\$ 777.04		Collection Attempt Unsuccessful
				<b>TOTALS:</b>	<b>\$ 116,577.37</b>	<b>\$ -</b>	<b>\$ 116,552.37</b>		

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

Date: January 27, 2017

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

From: Melanie Young, Executive Branch Budget Officer  
Budget Division

A handwritten signature in blue ink, appearing to read "Melanie Young".

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 GAMING CONTROL BOARD – NEVADA GAMING COMMISSION**

Agenda Item Write-up:


Pursuant to NRS 463.123(2), the Nevada Gaming Control Board requests the approval to remove delinquent debt from the Nevada Gaming Commission's records.

Additional Information:

The amount requested to be deemed as bad debt is \$8,956.39. A listing of the debt is included in the attached schedule. The board will recall that the Nevada Gaming Commission does not use the typical process for bad debt write off initiated by the State Controller pursuant to 353C.220.

Statutory Authority:

NRS 463.123(2)

REVIEWED: 
ACTION ITEM: _____



BRIAN SANDOVAL  
Governor

### NEVADA GAMING CONTROL BOARD

1919 College Parkway, P.O. Box 8003, Carson City, Nevada 89702  
555 E. Washington Avenue, Suite 2600, Las Vegas, Nevada 89101  
3650 S. Pointe Circle, Suite 203, P.O. Box 31109, Laughlin, Nevada 89028  
557 W. Silver Street, Suite 207, Elko, Nevada 89801  
9790 Gateway Drive, Suite 100, Reno, Nevada 89521  
750 Pilot Road, Suite I, Las Vegas, Nevada 89119

A.G. BURNETT, *Chairman*  
SHAWN R. REID, *Member*  
TERRY JOHNSON, *Member*

January 13, 2017

Carson City  
(775) 684-7740  
Fax: (775) 687-8221

State Board of Examiners  
209 East Musser Street, Room 200  
Carson City NV 89701

**RECEIVED**

JAN 23 2017

Re: Nevada Gaming Commission Delinquent Accounts

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Dear Board Members:

This letter is to advise you that the Nevada Gaming Control Board ("Board") requests that the State Board of Examiners ("BOE") notice and agenda the following matter for the purpose of determining the appropriate removal of delinquent debts from the Nevada Gaming Commission's ("Commission") records.

The debt shown in the attached schedule is eligible for removal from the Commission's records pursuant to NRS 463.123. It is suggested that the BOE action be taken at the February 14, 2017 or March 14, 2017 meeting.

Sincerely,

A.G. Burnett  
Chairman

AGB/FS:sm

cc: Shawn R. Reid, Member  
Terry Johnson, Member  
Marie Bell, Executive Secretary  
Tax and License Division – Carson City  
Records and Research Services

Enclosures: 2016 Bad debt write-off schedule

Nevada Gaming Commission  
2016 Bad Debt Write-off Schedule

Location Id	Location Name	Effective Date	Total Due	Comments
16444-05	Blind Tiger	10/1/2015	\$ 2,268.75	Pursuant to NRS 463.373 and NRS 463.270(5) the amount due is for a quarterly slot machine fee including penalty.
30284-02	Brentwood Café & Tavern	4/1/2016	\$ 1,815.00	Pursuant to NRS 463.373 the amount due is for a quarterly slot machine fee.
00213-09	Carson Horseshoe Club	10/26/2015	\$ 198.54	Pursuant to NRS 463.370 the amount due is for monthly percentage fees.
00213-09	Carson Horseshoe Club	10/26/2015	\$ 943.93	Pursuant to NRS 463.369 the amount due is for unredeemed slot machine wagering vouchers.
00213-09	Carson Horseshoe Club	10/26/2015	\$ 292.67	Pursuant to NRS 463.369 and NRS 463.370 the amount due is for interest on monthly percentage fees and unredeemed slot machine wagering vouchers.
00760-06	Seven Seas Restaurant & Lounge	7/1/2015	\$ 3,437.50	Pursuant to NRS 463.385 and NRS 463.270(5) the amount due is for an annual slot machine tax including penalty.

\$ 8956.39

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

Date: February 3, 2017

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

From: Curtis Palmer, Budget Analyst *cmj/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.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 323.100, the Department of Conservation and Natural Resources, Division of State Lands, proposes a property exchange and boundary line adjustment affecting property owned by the State of Nevada in Elko County.

Additional Information:

The Department of Conservation and Natural Resources, Division of State Lands, proposes to exchange 62 acres of State of Nevada land located in Elko County near the Nevada Youth Training Center (NYTC) with 62 acres of private owned land immediately adjacent to the NYTC. The private landowner would also pay \$125,000 for the difference in land value as determined by an independent appraisal per NRS 323.100.

This exchange would allow the private property owner to develop the land he receives with various commercial enterprises. The land the State would receive provides an additional buffer of land between the NYTC facility and Interstate 80.

Statutory Authority:

NRS 323.100

BOE Action Item (anticipated March) and IFC Action Item (anticipated April)

REVIEWED: *cmj*  
ACTION ITEM: \_\_\_\_\_

BRADLEY CROWELL  
*Director*

Department of Conservation  
and Natural Resources

CHARLES C. DONOHUE  
*Administrator*

BRIAN SANDOVAL  
*Governor*



State Land Office  
State Land Use Planning Agency  
Nevada Tahoe Resource Team  
Conservation Bond Program -Q1

*Address Reply to*

Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701-5246  
Phone (775) 684-2720  
Fax (775) 684-2721  
Web [www.lands.nv.gov](http://www.lands.nv.gov)

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

## Division of State Lands

RECEIVED

JAN 27 2017

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

### MEMORANDUM

DATE: January 26, 2017

TO: Curtis Palmer, Budget Analyst, Governor's Office of Finance

THROUGH: Charlie Donohue, Administrator, Division of State Lands

FROM: Elyse Randles, Supervisory Land Agent, Division of State Lands

SUBJECT: Land Exchange Agreement Between the State and a Private Property Owner

Attached for approval by the Board of Examiners and Interim Finance Committee is an Exchange and Boundary Line Adjustment Agreement (Agreement) affecting property owned by the State of Nevada in Elko County. We request that this item is placed on the agenda for the March 14, 2017 Board of Examiners meeting.

The Agreement involves the exchange of 62 acres of State land at the Nevada Youth Training Center (NYTC) and 62 acres of privately owned land immediately adjacent to the NYTC. The Nevada Division of State Lands was approached by the private property owner in September of 2015 with a proposal to exchange an equal amount of land. The exchange would allow the private property owner to develop the land he receives with various commercial enterprises. The land that the State would receive would provide an additional buffer of land between the NYTC facility and Interstate 80. Additionally, the State land proposed for the exchange has been determined to be in excess of the needs of the managing agency and is in a geographic location away from the main NYTC campus.

An appraisal completed in November 2016 determined the value of the State land at \$12,000 per acre, with the private property valued at \$10,000 per acre. This difference in value results in the need for the private party to submit equalizing funds of \$125,000 per NRS 323.100. The equalizing funds will be deposited into the State's General Fund.

Should you have any questions or wish to discuss the Agreement, please contact Elyse Randles, Supervisory Land Agent at (775) 684-2733 or via email at [erandles@lands.nv.gov](mailto:erandles@lands.nv.gov).



CFS-12; EMR Project #5276; Interest #14676  
Elko County APN: 006-10C-002

DIVISION OF STATE LANDS  
901 S. STEWART ST. Suite 5003  
CARSON CITY, NV 89701-5246

**SUREBREC HOLDINGS, LLC**

**EXCHANGE AND BOUNDARY LINE ADJUSTMENT AGREEMENT**

**AT THE NEVADA YOUTH TRAINING CENTER**

THIS EXCHANGE AND BOUNDARY LINE ADJUSTMENT AGREEMENT,  
made and entered into this 31 day of May, 2016, by and between the STATE  
OF NEVADA, acting through the DIVISION OF STATE LANDS, for and on behalf of the  
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF CHILD AND  
FAMILY SERVICES, hereinafter referred to as "STATE" and SUREBREC HOLDINGS,  
LLC, hereinafter referred to as "SUREBREC HOLDINGS, LLC".

**WITNESSETH:**

WHEREAS, SURBREC HOLDINGS, LLC owns Assessor Parcel Numbers 001-860-  
119 and 001-860-120 in Elko County, located east and west of Interstate 80 near the Nevada  
Youth Training Center, comprising of approximately 62 acres; and

WHEREAS, STATE owns Assessor Parcel Number 006-10C-002, comprising of  
approximately 460 acres adjacent to the SUREBREC HOLDINGS, LLC parcels, and

WHEREAS, SUREBREC HOLDINGS, LLC has proposed a boundary line adjustment on the STATE parcel to create a parcel to be exchanged between the SUREBREC HOLDINGS, LLC and STATE to provide mutual benefits to both parties, and

WHEREAS, SUREBREC HOLDINGS, LLC has proposed to exchange approximately 62 acres of private land adjacent to the Nevada Youth Training Center for approximately 62 acres of the southernmost portion of the STATE land bordered by Statice Street and Delaware Avenue, and

WHEREAS, this boundary line adjustment and exchange benefits the STATE by exchanging privately owned, developable land between the Nevada Youth Training Center and the Interstate 80 corridor for STATE land deemed in excess of the on-site need of the managing agency, and

WHEREAS, the STATE will secure an appraisal, to be completed by an independent appraiser, of the lands being exchanged and the STATE and SUREBREC HOLDINGS, LLC must review and approve the information and values arrived at in the independent appraisal to ensure that the lands being exchanged are of equal monetary value, and

WHEREAS, the STATE and SUREBREC HOLDINGS, LLC understand and agree that the number of acres being proposed for exchange may vary depending on the results of the independent appraisal as it is the intent of both parties to avoid having to submit equalizing funds to complete this process,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUREBREC HOLDINGS, LLC



and STATE agree to exchange the SUREBREC HOLDINGS, LLC land and the STATE land, upon the following terms and conditions;

1. **EXCHANGE:** SUREBREC HOLDINGS, LLC agrees to transfer and convey the SUREBREC HOLDINGS, LLC land (Parcels A & B) to STATE, and STATE agrees to transfer and convey the STATE land (Parcel C) to SUREBREC HOLDINGS, LLC. The lands to be exchanged are generally depicted on **Exhibit A**, attached hereto and made a part hereof. The final legal descriptions will be determined and identified through the surveys necessary to complete the boundary line adjustment on STATE land. All legal descriptions and survey maps must be reviewed, approved and accepted by the STATE and SUREBREC HOLDINGS, LLC in writing.
2. **ESCROW:** The exchange shall be consummated through an escrow according to the following terms:
  - A. The escrow agent for this transaction shall be First American Title Company, 5310 Kietzke Lane #100, Reno, Nevada 89511. Upon execution of this Agreement, the parties shall open escrow by delivering to the Escrow Officer a fully executed copy of this Agreement.
  - B. This Agreement shall constitute the escrow instructions; however, SUREBREC HOLDINGS, LLC and STATE agree to immediately execute and return after the receipt thereof such additional escrow instructions, not inconsistent with this Agreement, as escrow officer may reasonably require. No failure by either party to execute such additional escrow instructions shall affect the validity or enforceability of this Agreement. In the event any inconsistency between such

escrow instructions and this Agreement, the terms of the Agreement shall govern.

- C. Provided that all of the conditions precedent stated herein have been satisfied or waived, escrow shall close no later than **April 1, 2017**. This date may be extended via an amendment to this Agreement executed by both parties.
- D. By consummating this transaction, the STATE warrants that the exchange is duly authorized, subject to approval pursuant to NRS 323.100.
- E. Attached hereto as **Exhibit B** is the preliminary title report generated by Stewart Title Company on September 1, 2015 for the SUREBREC HOLDINGS, LLC land. At the close of escrow, SUREBREC HOLDINGS, LLC shall execute and deliver to STATE the appropriate documents that effect the boundary line adjustment including but not limited to any grant, bargain, and sale deeds, records of surveys, documents relating to the removal of any oil and gas leases and actions by Elko County that approve and finalize the boundary line adjustment conveying the SUREBREC HOLDINGS, LLC property to STATE, subject only to the matters set forth in the preliminary title report that are acceptable to the STATE.
- F. Attached hereto as **Exhibit C** is the fully executed Lease Amendment between SUREBREC HOLDINGS, LLC and The Rock Investment Company, Inc. This document is being included as an Exhibit because these TWO (2) oil and gas leases are associated with the SUREBREC HOLDINGS, LLC parcels (APNs 001-860-119 and 001-860-120, Parcels A & B) and are listed as encumbrances on

the September 1, 2015 preliminary title report referenced in **Exhibit B** above. The STATE cannot accept and allow the oil and gas leases to encumber STATE land as part of the exchange and boundary line adjustment. SUREBREC HOLDINGS, LLC and The Rock Investment Company, Inc. desire to re-assign these leases to the property that will be owned by SUREBREC HOLDINGS, LLC upon completion of the exchange and boundary line adjustment with the STATE herein contemplated.

G. At close of escrow, STATE shall execute and deliver to SUREBREC HOLDINGS, LLC any deeds or documents required to effect the boundary line adjustment as required by First American Title Company and/or the City or County of Elko.

**3. COSTS:** SUREBREC HOLDINGS, LLC agrees to pay all costs associated with this exchange and boundary line adjustment, including but not limited to costs of the appraisal, any and all surveys, escrow fees, costs incurred to ensure clear title, any fees, taxes, or assessments, and all costs related to successfully processing the boundary line adjustment with Elko County.

**4. NOTICES:** All notices required by this Agreement shall be in writing and shall be given by any of the following means to the listed addresses or fax numbers:

1. Certified or registered mail, postage prepaid, return receipt requested; in which case notice shall be deemed delivered three (3) business days after the postmark date;
2. Recognized commercial overnight courier; in which case notice shall be deemed delivered one (1) business day after deposit with the courier;

3. Telecopy transmittal (“fax”); in which case notice shall be deemed delivered upon fax confirmation of transmission to the intended party; or

4. Personal delivery; in which case the notice shall be effective when received:

STATE: DIVISION OF STATE LANDS  
901 S. Stewart Street, Suite 5003  
Carson City, NV 89701

SUREBREC HOLDINGS, LLC: ROB FITZGERALD  
c/o Bruce Law Group, Attn: Mark Bruce  
5975 Home Gardens Drive  
Reno, Nevada 89502

FIRST AMERICAN TITLE COMPANY 5310 Kietzke Lane #100  
Reno, Nevada 89511

**5. BROKER COMMISSIONS:** Each party represents and warrants to the other that no broker or real estate agent has been retained or consulted in connection with this transaction and no commission will be due from either party. Each party agrees to defend, indemnify, and hold harmless the other party from any claim, liability, or expense, including reasonable attorneys’ fees, arising in connection with a breach of that party’s representations and warranties under this Section. Notwithstanding any other provision in this Agreement, the representations, warranties, and liabilities under this Section shall survive termination of this Agreement or close of escrow.

**6. GENERAL PROVISIONS:**

A. This Agreement shall be construed as if prepared by both parties. Captions and headings are used for reference only and shall not be used in construing or

interpreting this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated by this reference.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive use of SUREBREC HOLDINGS, LLC and STATE and is not intended and shall not be interpreted as conferring any benefit on any third party, including any real estate broker or agent, or the general public.

C. Each party shall have the right to terminate this Agreement if the appraisal results in an unreasonably disproportionate value for the amount of acres being exchanged. This termination shall be in writing and executed by both parties.

D. Each party shall have the right to terminate this Agreement if the costs associated with the process are unreasonably large compared to transactions of a similar nature, provided that the costs incurred to the date of the termination shall be paid by SUREBREC HOLDINGS, LLC. This termination shall be in writing and executed by both parties.

E. If any provision of this Agreement is or shall become invalid or unenforceable, the remaining provisions of this Agreement shall not be affected.

F. Time is of the essence in each and every term and provision of this Agreement.

All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act

required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

G. The validity, interpretation, performance and effect of the terms of this Agreement shall be governed by the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Agreement shall be in Carson City, Nevada.

H. In the event of any litigation or other proceedings between the parties concerning this Agreement, the prevailing party shall be entitled to the payment by the nonprevailing party of all of its reasonable attorneys' fees, court costs, and litigation expenses.

I. The waiver of a breach of any provision in this Agreement shall not be construed as a waiver of any other breach of the same or other provision of this Agreement, including the time of performance of any provision.

K. This Agreement is intended by the parties to be the final expression of their agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Agreement supersedes any previous negotiations, letters of intent, offers, counteroffers, agreements, or representations that may have been communicated or executed by the parties. Any and all such previous offers, agreement, etc. are hereby terminated and cancelled in their entirety. No amendment or modification may be made to this Agreement unless in writing and signed by the parties hereto.

L. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this

Agreement in order to carry out the intent of the parties in consummating this transaction.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the day and year first above written.

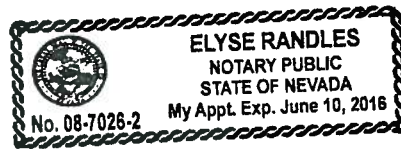
**STATE OF NEVADA  
Division of State Lands**

By Charles Donohue  
CHARLES DONOHUE  
Administrator and State Land Registrar

STATE OF NEVADA            )  
  :ss.  
CARSON CITY                )

On May 31, 2016, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

[Signature]  
NOTARY PUBLIC



**APPROVED as to Form:**  
**ADAM PAUL LAXALT**  
**Attorney General**

By Lori M. Story  
LORI M. STORY  
Senior Deputy Attorney General

Date: 4/22/2016

**SUREBREC HOLDINGS, LLC:**

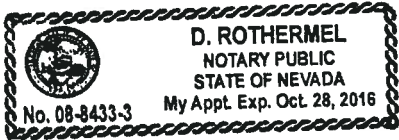
[Signature]  
ROB FITZGERALD

STATE OF NEVADA )

COUNTY OF Carson City )  
SS.

On May 10 2016, personally appeared before me, the undersigned, a notary public, ROB FITZGERALD who acknowledged that he executed the above instrument.

[Signature]  
NOTARY PUBLIC



**APPROVED:**

STATE OF NEVADA

Department of Health and Human Services/Division of Child and Family Services

By [Signature]  
RICHARD WHITLEY  
Director, Department of Health and Human Services

Date: 05/05/2016



**APPROVED:**  
**BOARD OF EXMAINERS**

By \_\_\_\_\_

Date \_\_\_\_\_

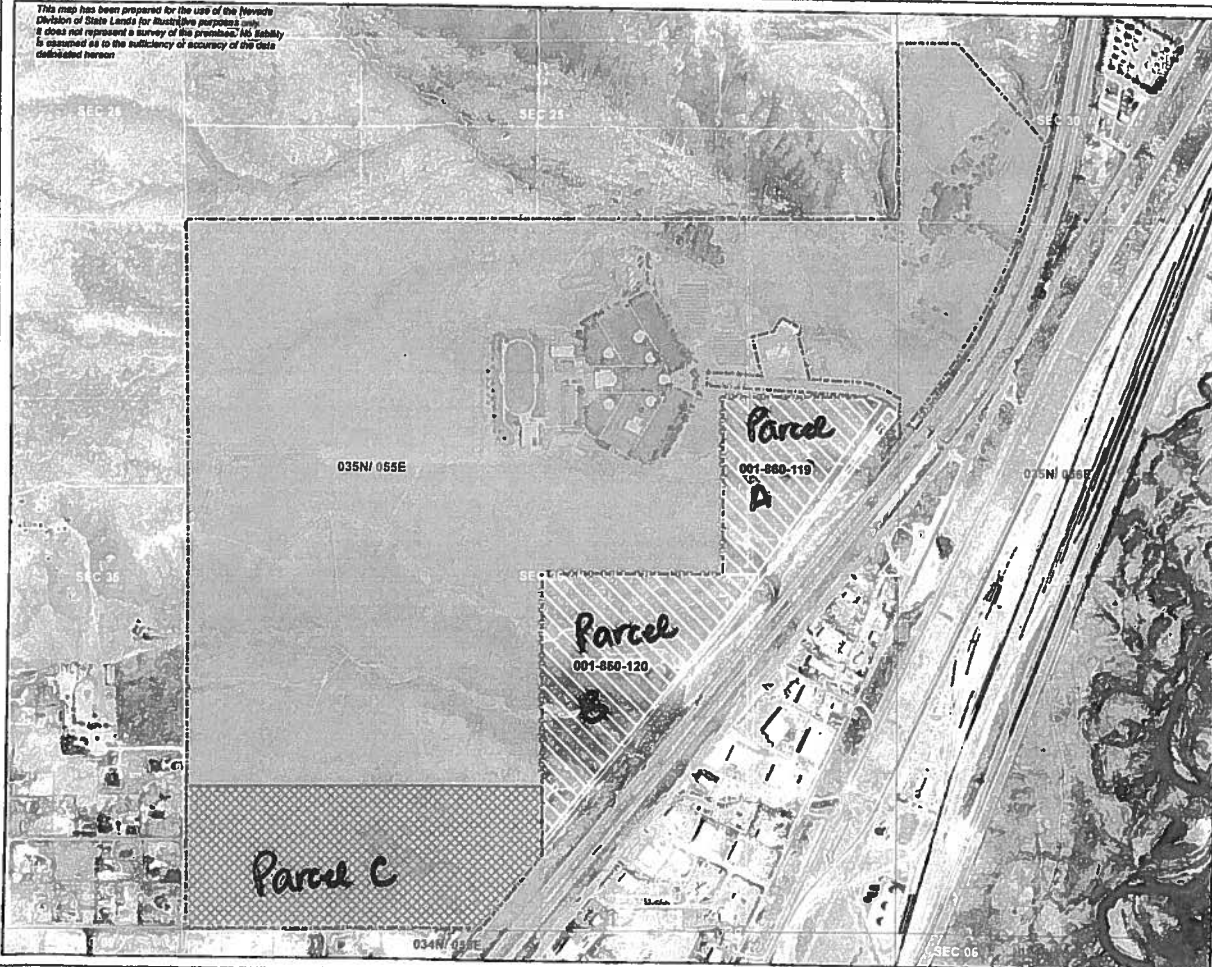
**APPROVED:**  
**INTERIM FINANCE COMMITTEE**

By \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT A

This map has been prepared for the use of the Nevada  
 Division of State Lands for illustrative purposes only.  
 It does not represent a survey of the premises. No liability  
 is assumed as to the sufficiency or accuracy of the data  
 delineated hereon.



Department of  
 Conservation &  
 Natural Resources

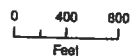


CFS-12

PROPOSED LAND EXCHANGE  
 NV YOUTH TRAINING CENTER  
 ELKO COUNTY, NEVADA

- CURRENT PROPERTY BOUNDARY
- STATE TO SUREBREC
- SUREBREC TO STATE
- 4486 NDOW ASSIGNMENT
- 4487 CFS ASSIGNMENT
- 245 NDF AGREEMENT

Exhibit A



**EXHIBIT B**  
**PRELIMINARY TITLE REPORT**

# stewart title

Pam Aguirre  
Escrow Officer

Stewart Title Company  
810 Idaho Street  
Elko, NV 89801  
Phone (775) 738-5181  
Fax (866) 394-8995  
paguirre@stewart.com

Original  
**PRELIMINARY REPORT**

**Our Order No.:** 01415-18325

**Proposed Buyer/Borrower:** Surebrec Holdings, LLC

**Property Address:** APN 001-860-119, Elko, NV 89801  
APN 001-860-120, Elko, NV 89801

**Proposed Lender:** TBD

**Today's Date:** September 01, 2015

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Annette Scales, Title Officer

Dated as of September 01, 2015 at 7:30 a.m.

**When replying, please contact:**

Pam Aguirre  
(775) 738-5181 Fax:

Order Number: 01415-18325

## PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- 2006 ALTA Owner's Policy - Standard
- 2006 ALTA Owner's Policy - Extended
- 1998 ALTA Homeowners Plus Insurance Policy
- ALTA Short Form Residential Loan Policy 2006
- 2006 ALTA Loan Policy - Standard
- 2006 ALTA Loan Policy - Extended
- Preliminary Report Only
- 
- 

### SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

a Fee

Title to said estate or interest at the date hereof is vested in:

SUREBREC HOLDINGS, LLC, a Nevada limited liability company

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Elko and Elko, described as follows:

### PARCEL 1:

TOWNSHIP 35 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 35: SE1/4NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to the State of Nevada by deed recorded February 8, 1966, in Book 65, Page 221, Official Records of Elko County, Nevada. ✓

### PARCEL 2:

TOWNSHIP 35 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 36: SE1/4;

EXCEPTING THEREFROM all oil, coal or other minerals at any time found in said lands as reserved by The State of Nevada in Patent recorded September 21, 1967 in Book 86, Page 696, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to the State of Nevada in deed recorded October 22, 1957 in Book 72, Page 539, Deed Records, and recorded May 18, 1978 in Book 266, Page 229, Official Records, Elko County, Nevada. ✓

FURTHER EXCEPTING THEREFROM all that portion of said land as described in Final Order of Condemnation recorded June 19, 1968 in Book 97, Page 282, Official Records, Elko County, Nevada. ✓

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Edward E. Achurra and Retha Achurra, his wife, in deed recorded June 15, 1977 in Book 248, Page 100, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to Thomas E. Bilbao and Francis Bilbao, husband and wife, in deed recorded March 29, 1978 in Book 263, Page 568, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land as conveyed to the State of Nevada, acting by and through its Department of Transportation, in deeds recorded January 11, 1980 in Book 312, Pages 315 and 317, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all that portion of said land lying within the railroad right of way.

**SCHEDULE B**

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. State, County and City Taxes for the fiscal period 2015 to 2016, a lien now due and payable in the total amount of \$719.50  
PARCEL NO.: 001-860-119  
1st installment of \$179.89 Paid  
2nd installment of \$179.87 unpaid, delinquent 1st Monday in October.  
3rd installment of \$179.87 unpaid, delinquent 1st Monday in January.  
4th installment of \$179.87 unpaid, delinquent 1st Monday in March.  
  
Affects Parcel 1
5. State, County and City Taxes for the fiscal period 2015 to 2016, a lien now due and payable in the total amount of \$764.85  
PARCEL NO.: 006-10C-003 (APN for 2016 to 2017 will be 001-860-120)  
1st installment of \$191.22 Paid  
2nd installment of \$191.21 unpaid, delinquent 1st Monday in October.  
3rd installment of \$191.21 unpaid, delinquent 1st Monday in January.  
4th installment of \$191.21 unpaid, delinquent 1st Monday in March.  
  
Affects Parcel 2
6. The Lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
7. Rights incidental to the ownership and development of the mineral interests excepted from the land described herein.
- ✓ 8. Reservations and exceptions contained in Patent from The State of Nevada,  
Recorded : June 25, 1901  
: in Book 3, Page 82,  
: Patent Records, Elko County, Nevada.

Said reservation and exception recites as follows:

"...provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract are hereby expressly reserved."



Affects Parcel 1

- ✓ 9. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Bell Telephone Company  
Purpose : electric power transmission line or lines  
Recorded : May 25, 1914  
: In Book 35, Page 43,  
: Deed Records of Elko County, Nevada.  
Affects : Parcel 2

- ✓ 10. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Elko Lamoille Power Company  
Purpose : transmission and distribution of electricity  
Recorded : November 24, 1942  
: in Book 51, Page 661,  
: Deed Records of Elko County, Nevada.

Affects Parcel 1

- ✓ 11. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : State of Nevada  
Purpose : highway  
Recorded : April 26, 1943  
: in Book 52, Page 94,  
: Deed Records of Elko County, Nevada.

Affects Parcel 1

- ✓ 12. The fact that the ownership of said land does not include any rights of ingress or egress to or from Interstate Route 80, as set forth in instrument,  
Recorded : February 8, 1966  
: in Book 65, Page 221,  
: Official Records, Elko County, Nevada.

Affects Parcel 1

- ✓ 13. Reservations and exceptions contained in Patent from the State of Nevada,  
Recorded : September 21, 1967  
: in Book 86, Page 696,  
: Official Records, Elko County, Nevada.

Said reservation and exception recites as follows:

"...provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract; and also a right of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States are hereby expressly reserved."

Affects Parcel 2

- ✓ 14. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Nevada Power Co.  
Purpose : transmission and distribution of electricity, telephone and/or other communication circuits  
Recorded : April 2, 1968

: in Book 94, Page 393, as Document No. 36381,  
: Official Records of Elko County, Nevada.

**Affects Parcel 1**

- ✓ 15. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Nevada Power Co.  
Purpose : transmission and distribution of electricity, telephone and/or other communication circuits  
Recorded : June 4, 1968  
: in Book 96, Page 561,  
: Official Records of Elko County, Nevada.  
Affects : Parcel 2

- ✓ 16. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Nevada Power Co.  
Purpose : transmission and distribution of electricity, telephone and/or other communication circuits  
Recorded : February 25, 1974  
: in Book 190, Page 292, as Document No. 50878,  
: Official Records of Elko County, Nevada.

**Affects Parcel 1**

- ✓ 17. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Nevada Power Co.  
Purpose : transmission and distribution of electricity, telephone and/or other communication circuits  
Recorded : August 14, 1974  
: in Book 199, Page 114,  
: Official Records of Elko County, Nevada.  
Affects : Parcel 2

- ✓ 18. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : City of Elko  
Purpose : public utilities  
Recorded : October 10, 1996  
: in Book 962, Page 253, as Document No. 395285, and  
Recorded : November 12, 1996  
: in Book 967, Pages 82, 85 and 88  
: Official Records of Elko County, Nevada.

**Affects Parcel 1**

- ✓ 19. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : City of Elko  
Purpose : public utilities  
Recorded : October 10, 1996  
: in Book 962, Page 256, as Document No. 395286,  
: Official Records of Elko County, Nevada.  
Affects : Parcel 2

- ✓ 20. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,

Granted to : Citizens Telecommunications of Nevada  
Purpose : telephone lines  
Recorded : May 20, 2003  
: in Book 3, Page 25868, as Document No. 500193,  
: Official Records of Elko County, Nevada.

Affects Parcel 1

- ✓ 21. An Oil and Gas Lease, dated December 17, 2009, executed by Lloyd Byrne Austin, a married man, as Lessor, and The Rock Investment Group as Lessee, for the terms, covenants and conditions therein provided,  
Recorded : May 14, 2009  
: Document No. 612918,  
: Official Records, Elko County, Nevada.

The present ownership of said leasehold and other matters affecting the interest of the Lessee are not shown in this Report/Policy.

Affects Parcel 1

- ✓ 22. An Oil and Gas Lease, dated December 17, 2008, executed by Emma Joyce Payne, an unmarried woman, as Lessor, and The Rock Investment Group as Lessee, for the terms, covenants and conditions therein provided,  
Recorded : May 15, 2009  
: Document No. 613004,  
: Official Records, Elko County, Nevada.

The present ownership of said leasehold and other matters affecting the interest of the Lessee are not shown in this Report/Policy.

Affects Parcel 1

- ✓ 23. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : City of Elko, a municipal corporation  
Purpose : access, drainage and utility purposes  
Recorded : April 16, 2015  
: as Document No. 697129,  
: Official Records of Elko County, Nevada.

Affects Parcel 1

- ✓ 24. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.  
Dated : March 26, 2015  
Amount : \$212,000.00  
Trustor : Surebrec Holdings, LLC, a Nevada limited liability company  
Trustee : Stewart Title Company  
Beneficiary : Becky Joyce Adams, Trustee of the Emma Joyce Payne Revocable Trust dated March 1, 2011, Robert L. Byrne, also known as Robert Leonard Byrne, Lloyd Byrne Austin, Virginia F. Decker, Deborah D. Koch, and Susan D. Charron  
Recorded : April 28, 2015  
Document No. : 697540, of Official Records.

The holder of this note/indebtedness should be contacted for all pertinent information.

Affects Parcel 1

- ✓ 25. **DEED OF TRUST:** A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated : March 26, 2015  
Amount : \$91,000.00  
Trustor : Surebrec Holdings, LLC, a Nevada limited liability company  
Trustee : Stewart Title Company  
Beneficiary : Ted A. Embry, as Trustee of the Ted A. Embry separate property trust dated June 15, 2000, Joseph J. Tibensky, Kathleen A. Tibensky, husband and wife, Anne E. Holmes, a widow, Virginia Embry, a widow, William M. Embry, an unmarried man, Jennifer Rainey, a married woman as her sole and separate property, and Jeffrey Embry, an unmarried man  
Recorded : April 28, 2015  
Document No. : 697544, of Official Records.

The holder of this note/indebtedness should be contacted for all pertinent information.

Affects Parcel 2

- ✓ 26. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,

Granted to : City of Elko  
Purpose : street, highway and utility uses and associated purposes  
Recorded : July 24, 2015  
: as Document No. 700688,  
: Official Records of Elko County, Nevada.  
Affects : Parcel 2

27. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

28. **MATTERS DISCLOSED BY INSPECTION:** Any facts, rights, interest of claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

**END OF EXCEPTIONS**

**REQUIREMENTS AND NOTES**

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay the premiums, fees and charges for the policy.
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.
7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:  
  
**Documents necessary to close the within transaction**
9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
- 10.

**END OF REQUIREMENTS AND NOTES**

**CALIFORNIA LAND TITLE ASSOCIATION**

**STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

## ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records
- on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.



## 2006 ALTA LOAN POLICY (06-17-08) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions, or location of any improvement erected on the Land;
    - (iii) the subdivision of land; or
    - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
  2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
(b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

## 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-28-10)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77058



**EXHIBIT C  
LEASE AMENDMENT**

## Lease Amendment

This Lease Amendment ("Agreement") dated April 21, 2016, is between Surebrec Holdings, LLC, a Nevada limited liability company ("Surebrec"), successor to prior Lessor, and The Rock Investment Company, Inc., a Nevada corporation ("Rock").

### RECITALS

Whereas, Surebrec's predecessor in interest as Lessor, and Rock as Lessee, entered into that certain Oil and Gas Lease on or about December 17, 2008, recorded with the Elko County official records on May 15, 2009.

Whereas, Surebrec's predecessor in interest as Lessor, and Rock as Lessee, also entered into that certain Oil and Gas Lease on or about December 17, 2008, recorded with Elko County official records on May 14, 2009 (together with the above lease recorded May 15, 2009, collectively referred to herein as the "Lease").

The Lease, attached hereto as Exhibit "A", together with the terms and conditions of this Lease Amendment, shall be referred to herein as the "Amended Lease."

The Lease currently covers property described in Exhibit "B-1" and depicted as Parcel A in Exhibit "B-2" ("Current Lease Property").

Whereas, Surebrec intends to swap the Current Lease Property (together with the property described in Exhibit B-1 and depicted as Parcel B in Exhibit B-2) for the property described in Exhibit "C-1" and depicted as Parcel C in Exhibit "C-2" ("Amended Lease Property"), with the State of Nevada ("Land Swap").

Whereas, the parties would like to amend the Lease by: (i) terminating the Lease with respect to the Current Lease Property; (ii) transferring the Lease to the Amended Lease Property; and (iii) extending the term of the Lease to December 17, 2021, all effective upon close of escrow of the Land Swap.

Whereas, the legal descriptions of the Current Leased Property and the Amended Lease Property may be adjusted as provided herein.

NOW, WHEREFORE, for valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Termination of Lease Against Current Lease Property. Effective upon the close of escrow of the Land Swap, the Lease against the Current Lease Property shall be terminated. Upon such termination, Rock shall have no right, title or interest in the Current Lease Property.
2. Transfer of Lease to Future Lease Property. Effective upon the close of escrow of the Land Swap, the Lease shall be transferred to and shall be recorded against the Amended Lease Property. Upon such transfer and recordation, Rock shall have all right, title and interest in the Lease against the Amended Lease Property; provided, however, that any and all wells or other improvements placed in or upon the Amended Lease Property shall be limited to a single building envelope no greater than a total of one (1) acre in size and shall be located within the northwest area of the Amended Lease Property identified in Exhibit "D", which area may be reasonably relocated by Surebrec to another area of the Amended Lease Property upon providing written notice to Rock of the new relocated area. Furthermore, any access rights on the Amended Lease Property by Rock shall be limited to any then-existing roadway designated by Surebrec. If no roadway access exists for the building envelope described above (or as it may be relocated by Surebrec), Surebrec may designate a reasonable access area within the Amended Lease Property upon providing written notice to Rock of the new access area; provided that such access area may or may not contain roadway improvements, and if there are no roadway improvements within the access area then any improvement shall be at the sole and exclusive cost of Rock and the design and construction of the improvements shall be subject to the reasonable approval of Surebrec. Delivery of notice by regular mail or overnight mail to the addresses in Section 8 below shall be sufficient to impart notice of improvement area relocation and/or access designation under this Agreement.
3. Extension of Term of Lease. Effective upon the close of escrow of the Land Swap, the term of the Lease shall be extended to December 17, 2021.
4. Legal Descriptions. The legal description of the Amended Lease Property may be adjusted (through a boundary line adjustment) as a result of an appraisal process to ensure that the value of the Amended Lease Property and Surebrec's existing property (depicted as Parcels A & B in Exhibit "B-2")) are the same in the Land Swap. Rock understands this possibility and shall conclusively accept a modification to the description of the Amended Lease



Property if the modification is approved by Surebrec and the State of Nevada based on the appraisal process in the Land Swap.

5. No Assignment. Rock hereby represents and warrants and the undersigned, individually, represents and warrants to the best of his knowledge, that no right, title or interest in the Lease has been assigned, transferred, liened or in any way encumbered since the original date of execution of the Lease.
6. Authority. Rock and the undersigned, individually, hereby represent and warrant that: (i) Rock has full and valid authorization to execute this Agreement and bind Rock to the terms and conditions hereof; (ii) no other consent or approval by Rock, its owners, officers or directors or any third party is necessary to make this Agreement valid and binding against Rock and effective in relation to the Current Lease Property and Amended Lease Property, subject hereto; and (iii) there is no claim or action, including any bankruptcy or bankruptcy related matter, which affects the validity or effectiveness of this Agreement.
7. Memorandum of Lease. This Amended Lease or a memorandum of lease shall be recorded with the Elko County official records upon execution hereof.
8. Further Assurances. The parties shall take any and all action and shall execute any and all documents reasonably necessary to carry out the terms and conditions of this Agreement.
9. Other Terms. All other terms of the Lease shall remain as set forth in the Lease. To the extent this Agreement is inconsistent with the terms and conditions of the Lease, this Agreement shall control.
10. Addresses. For purposes of notices, the addresses of the parties are as follows:

Surebrec:

Robert Fitzgerald  
Surebrec Holdings, LLC  
P.O. Box 8070  
Reno, Nevada 89507

Rock:

Robert J. Angerer, Sr.  
P.O. Box 1154  
Dickinson, ND 58602

With a copy to:

Mark F. Bruce  
Bruce Law Group  
5975 Home Gardens Drive  
Reno, Nevada 89502

Surebrec Holdings, LLC,  
a Nevada limited liability company

[Signature]  
By: Robert Fitzgerald  
Its: manager

State of Nevada  
County of Washoe



This instrument was acknowledged before me on May 25<sup>th</sup>, 2016,  
by Robert Fitzgerald.

[Signature]  
NOTARY PUBLIC

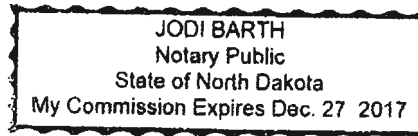
The Rock Investment Company, Inc.,  
a Nevada corporation

Robert J. Angerer, Sr.  
By: Robert J. Angerer, Sr.  
Its: President

State of North Dakota  
County of Stark

This instrument was acknowledged before me on April 21, 2016,  
by Robert J. Angerer, Sr.

Jodi Barth  
NOTARY PUBLIC



**EXHIBIT "A"**

DOC # 613004

05/15/2008 03:22 PM

#22

Official Record

Requested By  
WULCOTT, LLC

Elko County - NV

Jerry D. Reynolds - Recorder

Page 1 of 5 Fee: \$18.00

Recorded By: NR RPTT:



#613004\*

### PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 17<sup>th</sup> day of December 2008, by and between Emma Joyce Payne, an unmarried woman, whose address is 2484 Chardonnay Drive, Carson City, NV 89703-6346, as Lessor (whether one or more), and THE ROCK INVESTMENT GROUP, with offices at 11445 West I-70 Frontage Road North, Suite 101, Wheat Ridge, CO 80033, as Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called Leased Premises:

Township 35 North, Range 55 East, M.D.B.M.  
Section 36: SENE, Except therefrom 13.35 acres as conveyed to the State of Nevada for I-80 in deed 65/221.

in the County of Elko, State of Nevada, containing 26.65 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coal bed methane and all substances produced in association therewith from coal-bearing formations, and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "Leased Premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land; and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. In addition to the foregoing, Lessor further grants, sells, conveys and warrants unto Lessee a subsurface right-of-way and easement in, on, through, across and under the Leased Premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or such other substances covered hereby from the Leased Premises or lands pooled or unitized therewith, together with the rights of ingress and egress necessarily associated therewith.

2. Term of Lease. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 10 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty Payment. Royalties on oil, gas and other substances produced and sold hereunder shall be paid by Lessee to Lessor as follows:

- (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or



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if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;

- (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the net proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable arms-length purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and
- (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes or any other applicable taxes, and any costs incurred by Lessee in treating, processing, dehydrating, compressing, gathering, delivering and otherwise marketing such production.

If at the end of the primary term or any time thereafter one or more wells on the Leased Premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee are being conducted as set out below, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. Lessee shall be obligated to pay or tender to Lessor on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on or before the succeeding anniversary dates of this lease during the period or periods such well is shut-in, as royalty the amount of One dollar per year per net royalty acre then retained hereunder, provided that, if leased minerals from any well are sold or used as aforesaid prior to any such anniversary date of this lease, or if at any such anniversary date, this lease is being maintained in force and effect otherwise than by reason of such shut-in, Lessee shall not be obligated to pay or tender, on or before that particular anniversary date, said sum of money. Such shut-in payment shall be deemed a royalty under all provisions of this lease. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All payments owed Lessor under this lease shall be paid or tendered to Lessor or to Lessor's credit with a depository bank or other depository agent, the name of which will be supplied to Lessee upon request, and which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled or unitized therewith, within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled or unitized therewith as would a reasonably prudent operator under the same or similar circumstances to protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.



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**6. Pooling and Unitization.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so for the conservation of oil and gas or in order to promote the prudent development of the Leased Premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area and may do so either individually or by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. By granting this Lease, Lessor hereby agrees to and grants its consent to any pooling, cooperative or unit plan of development adopted by Lessee and approved by the appropriate governmental authority (if so required).

**7. Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**8. Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to any payment due hereunder, including but not limited to royalty or shut-in royalty, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository provided for above. If at any time two or more persons are entitled to such payment(s) hereunder, Lessee may pay or tender such payment(s) to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to



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satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing, transporting and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary, secondary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities, structures or equipment deemed necessary by Lessee to discover, produce, store, treat, market and/or transport production from the Leased Premises or lands pooled or unitized therewith. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises or lands pooled or unitized therewith, except water from Lessor's wells or ponds. In exploring, developing, producing, transporting or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 300 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for any reasonable damage caused by its operations to buildings and other improvements now on the Leased Premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right but not the obligation at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment (including but not limited to rigs), services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

**12. Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any alleged breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the alleged breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in





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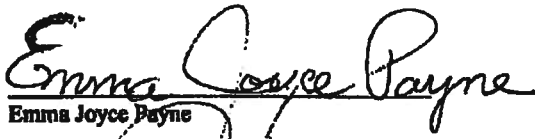
royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties, shut-in royalties or any other payments owed hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Limited Liability.** Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

15. **Sole Agreement.** This Agreement may be executed in counterparts and all counterparts shall be construed together and shall constitute one Agreement. Upon execution, this lease shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Any prior agreement or representation, oral or written, between the parties is superseded by this Agreement and this Agreement between the parties above is the sole and only agreement now in effect between such parties.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above,

LESSOR (WHETHER ONE OR MORE)

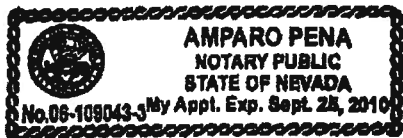
  
Emma Joyce Payne

STATE OF NEVADA                    )  
  )ss.  
COUNTY OF Carson

This instrument was acknowledged before me on this 22 day of December 2008,  
by Emma Joyce Payne

WITNESS my hand and official seal.

  
Notary Public



After Recording Return to:  
Wolcott, L.L.C.  
729 Bookcliff Avenue, Grand Junction, CO 81501  
(970) 241-7146

DOC # 512918

05/14/2008

12:21 PM

Official Record

Requested by  
WOLCOTT, LLC

Elko County - NV

Jerry D. Reynolds - Recorder

Page 1 of 5 Fee: \$18.00

Recorded By: NR RPTT:

#21



### PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 17<sup>th</sup> day of December 2008, by and between Lloyd Bryna Austin, a married man as his sole and separate property, whose address is 850 I Street, Sparks, NV 89431-3689, as Lessor (whether one or more), and THE ROCK INVESTMENT GROUP, with offices at 11445 West I-70 Frontage Road North, Suite 101, Wheat Ridge, CO 80033, as Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called Leased Premises:

Township 35 North, Range 55 East, M.D.B.M.  
Section 36: SE1/4, Except therefrom 13.35 acres as  
conveyed to the State of Nevada for I-80 in deed 65/221.

in the County of Elko, State of Nevada, containing 26.65 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coal bed methane and all substances produced in association therewith from coal-bearing formations, and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "Leased Premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land; and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. In addition to the foregoing, Lessor further grants, sells, conveys and warrants unto Lessee a subsurface right-of-way and easement in, on, through, across and under the Leased Premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or such other substances covered hereby from the Leased Premises or lands pooled or unitized therewith, together with the rights of ingress and egress necessarily associated therewith.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 10 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and sold hereunder shall be paid by Lessee to Lessor as follows:

- (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or

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- if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
- (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the net proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable arms-length purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and
  - (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes or any other applicable taxes, and any costs incurred by Lessee in treating, processing, dehydrating, compressing, gathering, delivering and otherwise marketing such production.

If at the end of the primary term or any time thereafter one or more wells on the Leased Premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee are being conducted as set out below, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. Lessee shall be obligated to pay or tender to Lessor on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on or before the succeeding anniversary dates of this lease during the period or periods such well is shut-in, as royalty the amount of One dollar per year per net royalty acre then retained hereunder, provided that, if leased minerals from any well are sold or used as aforesaid prior to any such anniversary date of this lease, or if at any such anniversary date, this lease is being maintained in force and effect otherwise than by reason of such shut-in, Lessee shall not be obligated to pay or tender, on or before that particular anniversary date, said sum of money. Such shut-in payment shall be deemed a royalty under all provisions of this lease. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All payments owed Lessor under this lease shall be paid or tendered to Lessor or to Lessor's credit with a depository bank or other depository agent, the name of which will be supplied to Lessee upon request, and which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled or unitized therewith, within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled or unitized therewith as would a reasonably prudent operator under the same or similar circumstances to protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.



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**6. Pooling and Unitization.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so for the conservation of oil and gas or in order to promote the prudent development of the Leased Premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area and may do so either individually or by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. By granting this Lease, Lessor hereby agrees to and grants its consent to any pooling, cooperative or unit plan of development adopted by Lessee and approved by the appropriate governmental authority (if so required).

**7. Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**8. Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to any payment due hereunder, including but not limited to royalty or shut-in royalty, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository provided for above. If at any time two or more persons are entitled to such payment(s) hereunder, Lessee may pay or tender such payment(s) to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to



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satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing, transporting and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary, secondary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities, structures or equipment deemed necessary by Lessee to discover, produce, store, treat, market and/or transport production from the Leased Premises or lands pooled or unitized therewith. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises or lands pooled or unitized therewith, except water from Lessor's wells or ponds. In exploring, developing, producing, transporting or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 300 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for any reasonable damage caused by its operations to buildings and growing crops thereon. Lessee shall have the right but not the obligation at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment (including but not limited to rigs), services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

**12. Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any alleged breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the alleged breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in



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06/14/2008  
005 of 5

royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties, shut-in royalties or any other payments owed hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Limited Liability.** Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

15. **Sole Agreement.** This Agreement may be executed in counterparts and all counterparts shall be construed together and shall constitute one Agreement. Upon execution, this lease shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Any prior agreement or representation, oral or written, between the parties is superseded by this Agreement and this Agreement between the parties above is the sole and only agreement now in effect between such parties.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above,

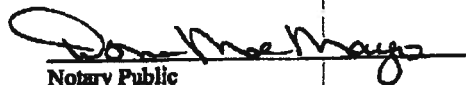
LESSOR (WHETHER ONE OR MORE)

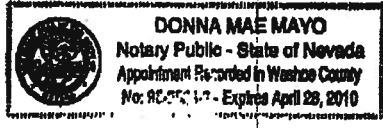
  
Lloyd Bryne Austin

STATE OF NEVADA            )  
  )ss.  
COUNTY OF Washoe        )

This instrument was acknowledged before me on this 9 day of January, <sup>2009</sup> 2008,  
by Lloyd Bryne Austin.

WITNESS my hand and official seal.

  
Notary Public



After Recording Return to:  
Wolcott, L.L.C.  
729 Bookcliff Avenue, Grand Junction, CO 81501  
(970) 241-7146

**EXHIBIT "B-1"**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada, County of Elko and Elko, described as follows:

**PARCEL 1:**

TOWNSHIP 35 NORTH. RANGE 55 EAST M.D,B.&M.

Section 35: SE1/4NE1/4;

EXCEPTING THEREFROM all that portion of said land as conveyed to the State of Nevada by deed recorded February 8, 1966, in Book 65, Page 221, Official Records of Elko County, Nevada.

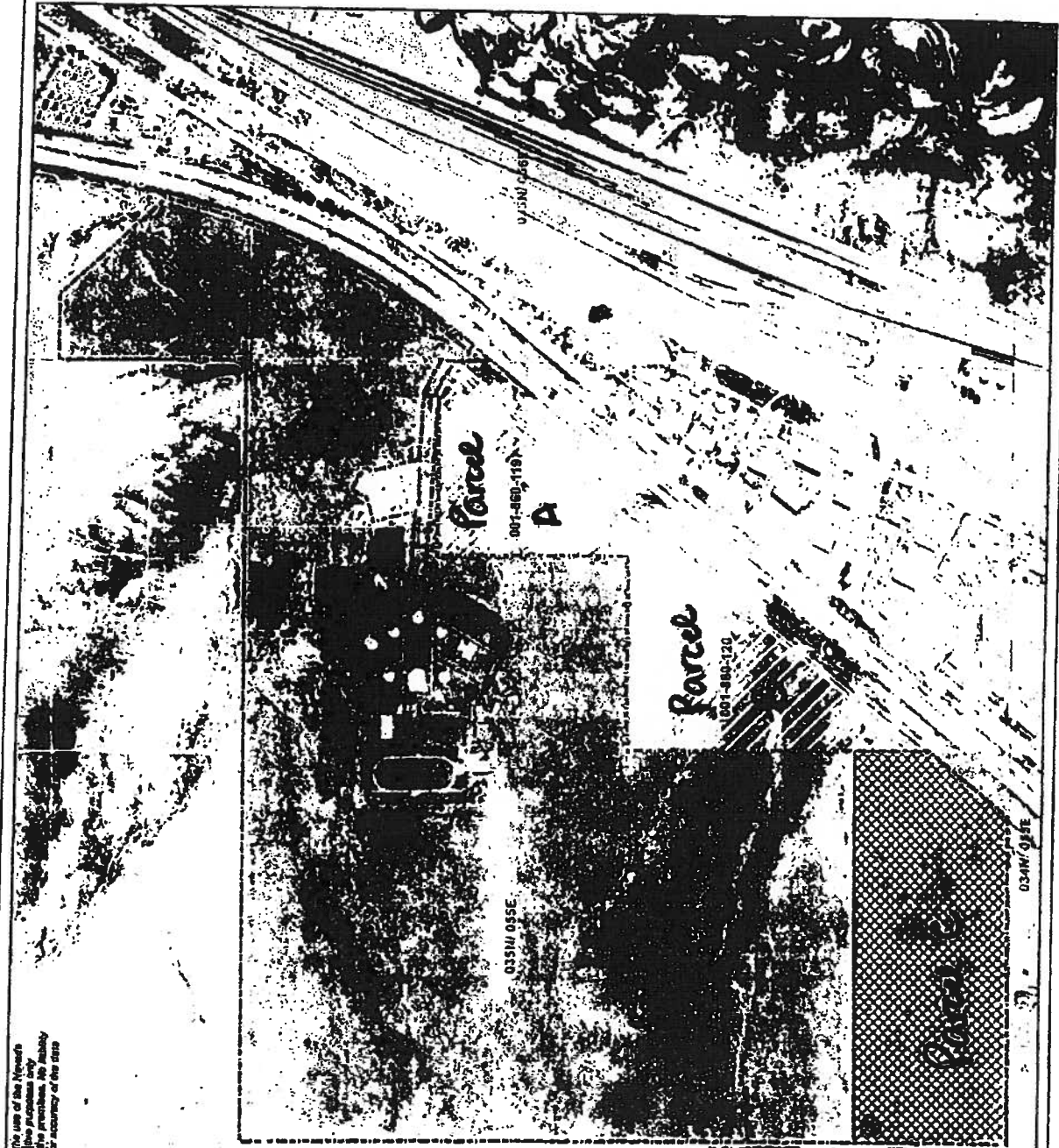
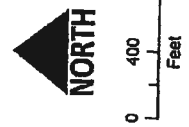
**EXHIBIT "B-2"**





**PROPOSED LAND EXCHANGE**  
 NV YOUTH TRAINING CENTER  
 ELKO COUNTY, NEVADA

- CURRENT PROPERTY BOUNDARY
- STATE TO SUREBREC
- SUREBREC TO STATE
- 4486 NDOW ASSIGNMENT
- 4487 CFS ASSIGNMENT
- 245 NDF AGREEMENT



This map was prepared for the use of the Nevada Division of State Lands for administrative purposes only. It does not represent a warranty of the accuracy of the information contained on this map. The accuracy of the information is not guaranteed.

**EXHIBIT "C-1"**

**LEGAL DESCRIPTION**

*Property description to be determined upon Land Swap*

**EXHIBIT "C-2"**

Department of  
Conservation &  
Natural Resources

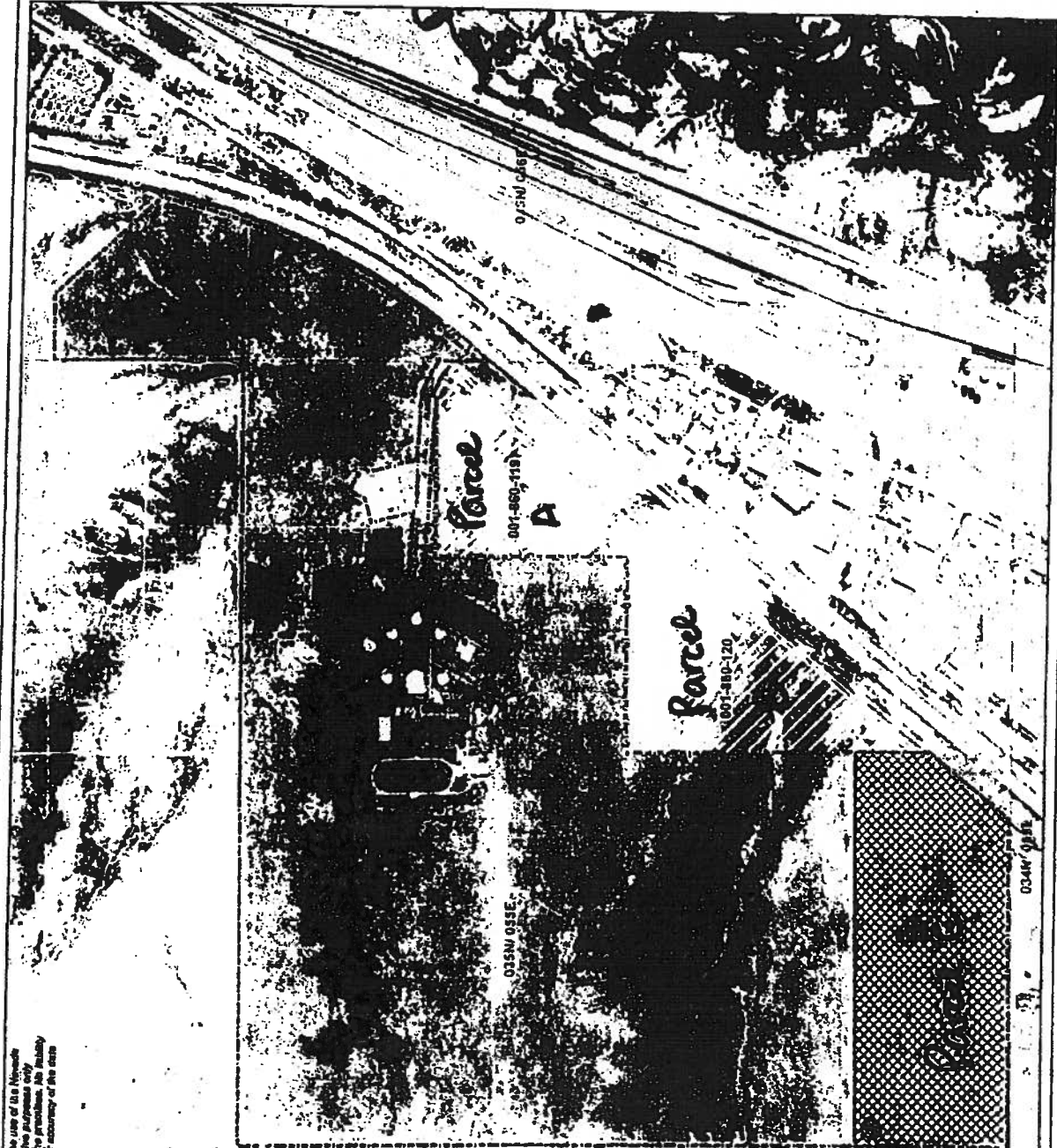


PROPOSED LAND EXCHANGE  
MV YOUTH TRAINING CENTER  
ELKO COUNTY, NEVADA

CURRENT PROPERTY BOUNDARY  
STATE TO SUREBREC  
SUREBREC TO STATE  
4486 NDOOW ASSIGNMENT  
4487 CFS ASSIGNMENT  
FZ 245 NDF AGREEMENT



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Feet



This map has been prepared for the use of the Nevada  
Division of State Lands for descriptive purposes only.  
It does not constitute a survey of the property. Its liability  
is assumed as to the accuracy of the data  
submitted hereon.

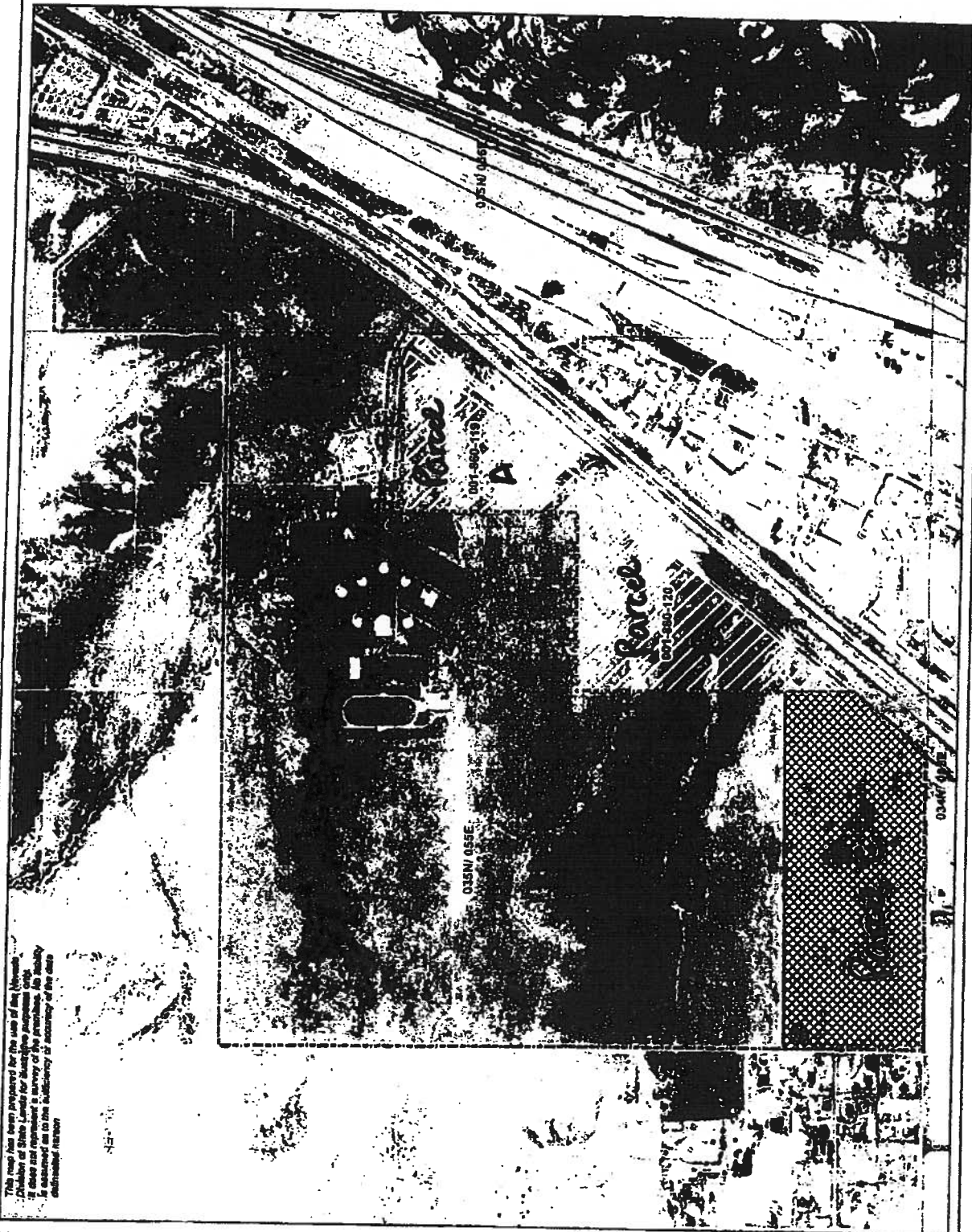
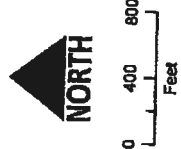
**EXHIBIT "D"**

Department of  
Conservation &  
Natural Resources



**PROPOSED LAND EXCHANGE**  
**BY YOUTH TRAINING CENTER**  
**ELKO COUNTY, NEVADA**

**CURRENT PROPERTY BOUNDARY**  
**STATE TO SUREBREC**  
**SUREBREC TO STATE**  
**4486 NDOWASSIGNMENT**  
**4487 CFS ASSIGNMENT**  
**FZZZ 245 NDF AGREEMENT**



This map has been prepared for the use of the Nevada Division of State Lands per the agreement. It does not represent a survey of the property. It is assumed as to the sufficiency of accuracy of the data furnished herein.

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

Date: January 13, 2017

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

From: Katrina Nielsen, Budget Analyst *Katrina Nielsen*  
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 2017  
2ND QUARTER REPORT AND FISCAL YEAR 2017 3RD 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 2nd quarter fiscal year 2017 Victims of Crime Program report states all approved claims were resolved totaling \$2,589,715.36 with \$1,106,675.62 paid out of the Victims of Crime Program account and \$1,483,039.74 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$14.4 million to help defray crime victims' medical costs.

Based on the projections the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 3rd quarter of FY 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

January 17, 2017

To: James Wells, Clerk, Board of Examiners  
Through: Patrick Cates, Director of Administration  
From: Bryan Nix, Coordinator, Victims of Crime Program  
Re: VOCP 2<sup>nd</sup> Quarter FY 2017 Report, and 3<sup>rd</sup> Quarter FY 2017 Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the policies adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to these policies, NRS 217.245 provides that the claim is deemed paid in full. Claims are categorized as to their priority; and Claims categorized as the highest priority are paid, in whole or in part, before other claims.

Priority One and Two claims are paid weekly during the quarter, and accrued Priority Three claims are paid at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to Board policies.

Payments by Priority – 2 <sup>nd</sup> Quarter FY 2017				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Priority 1 & 2 Payments	1277	988,086.41	195,145.42	792,940.99
Priority 3 Payments	238	1,601,628.95	1,287,894.32	313,734.63
Total 2 <sup>nd</sup> Quarter Payments	1515	\$2,589,715.36	\$1,483,039.74	\$1,106,675.62



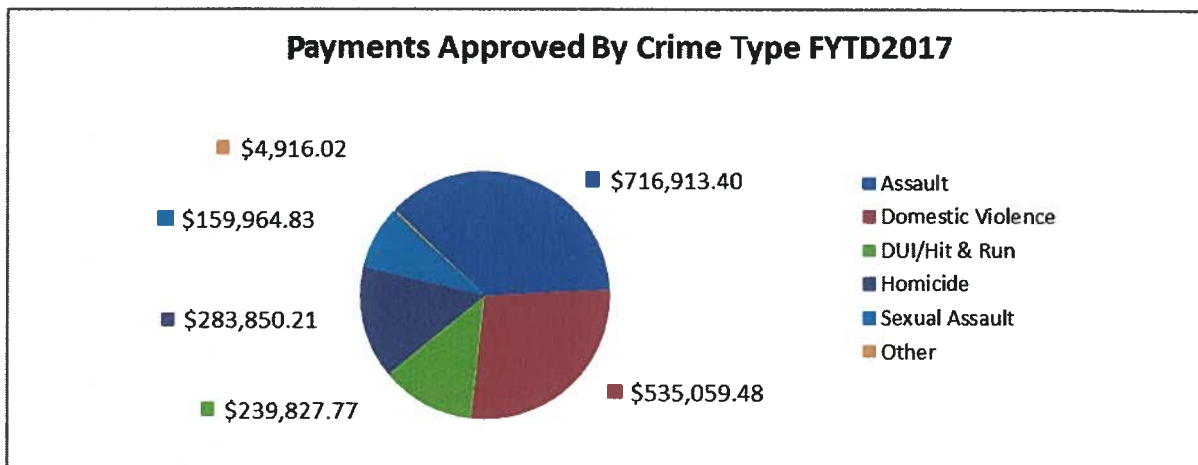
## Claim Payments

The following chart shows claim payments made in FYTD 2017 by benefit type. As this chart shows, the VOCP satisfied \$6,122,307.75 in victim medical bills and claims for \$2,225,110.91 of available funding. After bill review and application of Board Policies we have had a total savings of \$3,897,196.84 over the billed amount in fiscal YTD 2017.

Payment Amounts by Type Fiscal Year-to-Date 2017				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic/Physical Therapy	113	63,900.15	15,825.92	48,074.23
Counseling	985	303,126.79	79,767.28	223,359.51
Survivor Benefits	66	53,785.00	1,470.00	52,315.00
Dental	59	95,713.15	31,294.94	64,418.21
Discretionary*	497	427,121.83	2,461.82	424,660.01
Funeral Expense	95	288,365.96	16,839.18	271,526.78
Lost Wages	263	280,270.04	309.55	279,960.49
Medical - Hospital	189	3,827,292.70	3,487,990.56	339,302.14
Medical - Other	751	757,268.93	260,339.26	496,869.67
Prescription	71	11,166.43	0.62	11,165.81
Vision	33	14,296.77	837.71	13459.06
<b>Total Payments YTD FY2017</b>	<b>3122</b>	<b>\$6,122,307.75</b>	<b>\$3,897,196.84</b>	<b>\$2,225,110.91</b>
*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, year-to-date Fiscal Year 2017.



## Financial Review

The chart below shows projected revenues and fund balances, including reserves for FY 2017, and recommendations for 3<sup>rd</sup> 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.

<b>Financial Position and Third Quarter 2017 Projections</b>	
Projected Funds Available for Payments FY17 Less 45 Day Reserves	\$16,623,060.97
Less: 1 <sup>st</sup> Quarter Payments	\$1,134,679.62
2 <sup>nd</sup> Quarter Priority 1 & 2 Payments	\$792,940.99
2 <sup>nd</sup> Quarter Priority 3 Payments	\$313,734.63
Total 2 <sup>nd</sup> Quarter 2017 Payments	\$1,106,675.62
Projected Funds Available for Remainder of FY17 Less 45 Day Reserves	\$14,381,705.73
Projected Payments 3 <sup>rd</sup> Quarter FY17	\$1,050,280.41
Projected Funds Available after 3 <sup>rd</sup> Quarter Payments	\$13,331,425.32
<b>Recommended Priority 3 Payment Percentage 3<sup>rd</sup> Quarter FY17</b>	<b>100%</b>
<small>*Based on average of last 6 quarterly periods.</small>	

As required, a 45 day operating expense reserve of \$709,981.03 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 \$11 million, and we anticipate Revenues of almost \$8 million for FY 2017. Our expenses are projected to total just under \$6 million in FY 2017, which would leave the program with \$13 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 **\$785,296.41** and projected Priority Three payments totaling **\$264,984.00** for a total expense of **\$1,050,280.41** for the 3<sup>rd</sup> quarter.

After reserving **\$709,981.03** for 45 days operating expenses, our budget shows VOCP revenues and reserves available for 3<sup>rd</sup> quarter total **\$14,381,705.73**.

Based on these projections the VOCP recommends paying Priority One and Two and Three claims at **100%** of the approved amount for the 3<sup>rd</sup> quarter of FY 2017.

# LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORTIVE SERVICES	RODERICK PROPERTIES	\$115,723
	Lease Description: This is a renewal which includes tenant improvements.	Term of Lease: 04/01/2017 – 03/31/2022	Located in Yerington
2.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL	EUREKA COUNTY	\$18,240
	Lease Description: This renewal to remain at the current rate for the new term.	Term of Lease: 07/01/2017 – 06/30/2022	Located in Eureka
3.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL	NATHAN AND YUKO WOOD	\$56,760
	Lease Description: First Amendment lease renewal option, as outlined in the lease dated March 26, 2014.	Term of Lease: 07/01/2017 – 05/31/2020	Located in Hawthorne
4.	BOARD OF PHARMACY	FLAMINGO GRAND PLAZA FKC FLAMINGO, LLC	\$160,920
	Lease Description: New lease at a new location to accommodate additional staff.	Term of Lease: 03/01/2017 – 02/28/2022	Located in Las Vegas

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:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1 Agency: Department of Health & Human Services  
 Division of Welfare & Supportive Services  
 1470 College Parkway  
 Carson City, Nevada 89706  
 contact: John Dekoekkoek  
 phone: 775-684-0652 fax: 775-684-0681 email: jdekoekkoek@dwss.nv.gov

Remarks: This lease renewal includes tenant improvements (tenant specific carpet standards and paint throughout).

Exceptions/Special notes:

2. Name of Landlord (Lessor): Roderick Properties

3. Address of Landlord: 61 Giorgi Ln  
 Yerington, Nevada 89447

4. Property contact: Douglas Roderick  
 Phone: 775-315-0303 fax: 775-463-0154 email: roderickdr1@gmail.com

5. Address of Lease property: 215 West Bridge Street, Suites 6 & 7  
 Yerington, Nevada 89447

a. Square Footage:  Rentable  
 Usable 1,480

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,881.35	12	\$22,576.20	April 1, 2017 - March 31, 2018	\$1.27
0% \$1,881.35	12	\$22,576.20	April 1, 2018 - March 31, 2019	\$1.27
3% \$1,940.55	12	\$23,286.60	April 1, 2019 - March 31, 2020	\$1.31
0% \$1,940.55	12	\$23,286.60	April 1, 2020 - March 31, 2021	\$1.31
3% \$1,999.75	12	\$23,997.00	April 1, 2021 - March 31, 2022	\$1.35

Increase %

c. Total Lease Consideration: 60 \$115,722.60

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/Rural Area

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

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

6. Purpose of the lease: To house the Division of Welfare & Supportive Services

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

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

**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 In the Dec Unit - this is a renewal of an existing lease.

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

[Signature] 2/2/17  
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20111382072</u>	Exp:	<u>6/30/2017</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T81090047</u>			

9. Compliance with NRS 331 110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 2-2-17  
 Authorized Signature Date  
 Public Works Division

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: <i>SP</i>	<i>2-16-17</i>
Reviewed by: <i>TD</i>	<i>2-16-17</i>
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Public Safety, Nevada Highway Patrol  
 555 Wright Way  
 Carson City, Nevada 89711  
 Mellissa Carr 775.684.4593 Fax: 775.684.4809 mcarr@dps.state.nv.us

Remarks: Leasing Services negotiated this renewal to remain at the current rate for the new term.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Eureka County

3. Address of Landlord: Public Works Department  
 P.O. Box 714  
 Eureka, Nevada 89316

4. Property contact: Theodore Beutel, Esq.  
 701 South Main Street  
 Eureka, Nevada 89316

5. Address of Lease property: Eureka County Administrative Facility  
 701 South Main Street  
 Eureka, Nevada 89316

a. Square Footage:  Rentable  
 Usable 243

b. Cost:		cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	0%	\$304.00	12	\$3,648.00	July 1, 2017 - June 30, 2018	\$1.25
	0%	\$304.00	12	\$3,648.00	July 1, 2018 - June 30, 2019	\$1.25
	0%	\$304.00	12	\$3,648.00	July 1, 2019 - June 30, 2020	\$1.25
	0%	\$304.00	12	\$3,648.00	July 1, 2020 - June 30, 2021	\$1.25
	0%	\$304.00	12	\$3,648.00	July 1, 2021 - June 30, 2022	\$1.25
c. Total Lease Consideration:			60	\$18,240.00		

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:

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 Nevada Highway Patrol

7. This lease constitutes:
- An extension of an existing lease
  - An addition to current facilities (requires a remark)
  - A relocation (requires a remark)
  - A new location (requires a remark)
  - Remodeling only
  - Other

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

**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

[Signature] \_\_\_\_\_ Date 2/13/17

For Public Works Information:

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

a. Nevada Business ID Number:	<u>EXEMPT</u>	Exp:		2		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO	
*If yes, please explain in exceptions section						
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO	
*If no, please explain in exceptions section						
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO	
*If no, please explain in exceptions section						
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/> YES			<input checked="" type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T80975988</u>					

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] \_\_\_\_\_ Date 2.13.17

Authorized Signature  
Public Works Division

WCB  
For Board of Examiners  YES  NO



For Budget Division Use Only	
Reviewed by:	SAJ 1/30/17
Reviewed by:	SAJ 2/11/17
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  
FIRST AMENDMENT**

1. Agency: Department of Public Safety, Nevada Highway Patrol  
555 Wright Way  
Carson City, Nevada 89711  
Melissa Carr  
phone: 775.684.4593 fax: 775.684.4809 email: mcarr@dps.state.nv.us

Remarks: This First Amendment is to accept the lease renewal options, as outlined in the lease dated March 26, 2014.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Wood, Nathan & Yuko

3. Address of Landlord: 3205 Susan Avenue, Marina, California 93933-2630  
PO Box 249, Hawthorne, Nevada 89415

4. Property contact: Nathan Wood  
Phone (831) 760-2940 email: montereybaybuilder@sbcglobal.net

5. Address of Lease property: 1085 Highway 95  
Hawthorne, Nevada 89415

a. Square Footage:  Rentable  
 Usable 882

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %				

c. Total Lease Consideration: 36 \$56,760.00

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: Three (3) 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/Rural Area

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 Nevada Highway Patrol

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other


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

**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 11/23/17


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20131488614</u>	Exp:	<u>8/31/2017</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T29005790</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 \_\_\_\_\_  
Authorized Signature Date 1-27-17  
Public Works Division

For Board of Examiners  YES  NO

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE

*Budget Division*

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

Date: February 17, 2017

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

From: Laura E. Freed, Executive Branch Budget Officer  
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 STATE BOARD OF PHARMACY

This item should be placed on the regular listing of leases to be reviewed by the Board. This lease did not come from the Leasing Services section of Buildings and Grounds, so there is no cover sheet. Historically, the leases for boards and commissions have not been approved by the Board of Examiners unless a board or commission requests that Leasing Services locate office space for the board or commission. However, the Governor's Finance Office's Deputy Attorney General has advised boards and commissions that per NRS 331.110, all boards and commissions should have the Board of Examiners act upon leases longer than one year in duration. The Governor's Finance Office is working to develop its own summary form similar to that of Leasing Services for leases that come directly to the GFO from a board or commission.

The Board of Pharmacy lease attached to this memorandum commences March 1, 2017 and expires on February 28, 2022, a total term of five years. The Board is renting 1,818 square feet located at 1050 East Flamingo Road in Las Vegas. For the first year of the lease, the cost per square foot is \$1.38, and the rent increases each year by three percent. In the fifth year of the lease, the cost per square foot is \$1.56.

REVIEWED: \_\_\_\_\_

ACTION ITEM: \_\_\_\_\_



NEVADA STATE BOARD OF PHARMACY  
OFFICE OF THE GENERAL COUNSEL

WRITER'S DIRECT DIAL: (775) 850-1440 • E-MAIL: PEDWARDS@PHARMACY.NV.GOV • FAX: (775) 850-1444

February 8, 2017

Nevada State Board of Examiners  
Attn: Board Clerk  
209 East Musser Street, Room 200  
Carson City, Nevada 89701-4298

**Re: Submission of Contract for Board Approval**

Dear Board Clerk:

Attached please find four (4) executed copies of the Nevada State Board of Pharmacy's *Flamingo Grand Plaza – Office Lease*. By this new lease, the Board will replace the office space currently occupied by its Las Vegas Inspectors and Investigators.

The lease for the Board's current Las Vegas office space expired on December 31, 2016. The Board continues to occupy that space under the holdover provisions of the lease. The Board opts to replace that space with a new space because the Board has out grown the current space and the current space does not meet the Board's safety and security needs.

Before entering into this new lease, Board Staff conducted an extensive search. The proposed new location will better fit that office's size, safety and security needs. Board Staff negotiated what it considers to be favorable terms for the new space. The Attorney General's office reviewed the new lease document and approved it as to form and content. The Board now submits the new lease for the Board of Examiner's review and approval.

Contact me if you have any questions, or if my office needs to take additional action.

Best regards,

A handwritten signature in black ink, appearing to read "S. Paul Edwards".

S. Paul Edwards  
General Counsel  
Nevada State Board of Pharmacy

Enclosures

**EXECUTIVE SUMMARY OF  
LEASE BETWEEN THE NEVADA STATE BOARD OF PHARMACY AND  
FKC FLAMINGO, LLC**

**Purpose of the Lease:** The lease for the office space the Board of Pharmacy uses in Las Vegas, Nevada, expired on December 31, 2016. It includes holdover provisions. The Board opted to pursue a new lease at a new location because better locations exist for a better price. Additionally, the Board's current space no longer accommodates the Board's needs. The space was designed to minimally accommodate four (4) people. It currently houses five (5). The Board's Las Vegas Staff now includes three (3) inspectors and two (2) investigators.

Further, Board Staff is concerned about the safety and security of its personnel and property at its current Las Vegas location. Twice in two years, vandals damaged state-owned vehicles parked at that location. The damage includes paint damage resulting from a person "keying" one vehicle, and a broken windshield on another vehicle resulting from persons throwing rocks at it.

In light of those needs and concerns, seeks to relocate its Las Vegas offices. Board Staff conducted an extensive search for new office space and has identified a location that will better fit that office's size, safety and security needs. Board Staff negotiated what it considers to be favorable terms for that proposed new space. The Attorney General's office reviewed the new lease document and approved it as to form and content. The Board now submits the new lease for the Board of Examiner's review and approval.

**Premises:** Flamingo Grand Plaza, 1050 E. Flamingo Road

**Parties:**

LESSOR Flamingo Grand Plaza FKC Flamingo, LLC 1050 E. Flamingo Road Las Vegas, NV 89119	TENANT Nevada State Board of Pharmacy 431 West Plumb Lane Reno, NV 89509
---	---

**Term:** Sixty (60) Months, March 1, 2017 through February 28, 2022

**Square Footage:** 1,818 sq./ft., comprising of five (5) offices, a small conference area, a secure evidence storage area, an office storage/workroom area and a small employee breakroom.

**Rent:**

**Base Rent Amount  
Full Service Gross (FSG)**

<b>From</b>		<b>To</b>	<b>Monthly</b>	<b>Annually</b>
03/01/2017	through	2/28/2018	\$2,525.00, FSG	\$30,300.00, FSG
03/01/2018	through	2/28/2019	\$2,600.00, FSG	\$31,200.00, FSG
03/01/2019	through	2/28/2020	\$2,680.00, FSG	\$32,160.00, FSG
03/01/2020	through	2/28/2021	\$2,760.00, FSG	\$33,120.00, FSG
03/01/2021	through	2/28/2022	\$2,845.00, FSG	\$34,140.00, FSG

Questions or requests for information may be directed to Larry Pinson, Executive Secretary, at (775) 850-1440

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	050	TREASURER'S OFFICE	WELLS FARGO BANK NA	OTHER: EARNING CREDITS	\$4,012,781	
	Contract Description:	This is the first amendment to the original contract to provide depository, disbursement, lockbox and reconciliation services to the State. This amendment extends the termination date from March 31, 2017 to February 28, 2021 with the possibility of an additional two-year extension and increases the contract maximum from \$1,978,473 to \$5,991,254 in order to align the banking services and electronic payments services contract termination dates.				
		Term of Contract:	04/01/2013 - 02/28/2021	Contract # 13938		
2.	070	DEPARTMENT OF ADMINISTRATION - DIVISION OF HUMAN RESOURCE MANAGEMENT	COMPSYCH EMPLOYEE ASSIST PROGRAM	OTHER: PERSONNEL ASSESSMENTS	\$390,583	
	Contract Description:	This is the first amendment to the original contract to provide ongoing external vendor model Employee Assistance Program (EAP) services. The goal of the State of Nevada EAP is to reduce significant losses in state employee work time, productivity and effectiveness by providing employees with assistance to improve their personal and professional lives through confidential, professional assessment and counseling. This amendment extends the termination date from June 30, 2017 to June 30, 2019, and increases the maximum amount from \$390,582.83 to \$739,712.83 due to the continued need for these services.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16342		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	CARRIER CORPORATION	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL	\$42,600	
	Contract Description:	This is the second amendment to the original contract to provide continues Ongoing Heating, ventilation and air conditioning repairs for the Grant Sawyer State Office Building in Las Vegas. This amendment extends the termination date from April 30, 2017 to June 30, 2017 and increases the maximum amount from \$348,000 to \$390,000 due to the continued need for these services.				
		Term of Contract:	05/01/2013 - 06/30/2017	Contract # 14132		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	DEL SOL LANDSCAPE CONSTRUCTION, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL	\$415,712	
	Contract Description:	This is the first amendment to the original contract to provide ongoing landscape services for the Grant Sawyer Building and the Flamingo and Sahara DMV facilities. This amendment increases the amount from \$117,604 to \$533,316 to make a technical correction to the contract maximum amount. The original contract only included cost of services for one year.				
		Term of Contract:	10/11/2016 - 08/31/2020	Contract # 18052		

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS ALL BUDGET ACCOUNTS	PAUL CAVIN ARCHITECT, LLC	OTHER: AGENCY FUNDED CIP	\$15,100	Professional Service
	Contract Description:	This is the first amendment to the original contract to provide professional architectural/engineering services for the Northern Nevada Adult Mental Health Services Building Deferred Facilities Maintenance projects - Buildings 2A, 5, 8, 8A, 8B, 8C and 14: CIP Project No. 16-A037; State Public Woks Division Contract No. 110003. This amendment increases the maximum amount from \$49,500 to \$64,600 for the re-design of the West Entrance to Building 1, design of a unisex, ADA compliant restroom for Building 2A and to design an aluminum store-front door for Building 5.				
6.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - INDIAN AFFAIRS COMMISSION	UNIVERSITY OF UTAH	OTHER: LODGING TAX - TRANSFER FROM TOURISM	\$57,335	
	Contract Description:	This is a new contract to produce a draft nomination for the Stewart Indian School as a National Historic Landmark.				
7.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT - NEVADA FILM OFFICE	WAYLAY DESIGN, LLC	OTHER: LODGING TAX - TRANSFER FROM TOURISM	\$93,375	
	Contract Description:	This is the first amendment to the original contract to provide marketing services. This amendment extends the termination date from June 30, 2017 to June 30, 2018 and increases the maximum amount from \$79,500 to \$172,875 due to changes to the scope of work.				
8.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - COMPUTER FACILITY	NEVADA YAMAS CONTROLS	FEE: INTERNAL SERVICE FUND	\$24,853	Sole Source
	Contract Description:	This is the first amendment to the original contract to provide ongoing maintenance and repairs to the air conditioners Direct Digital Control System at the Computer Facility. This amendment increases the maximum amount from \$27,823 to \$52,676 due to the replacement of a controller that is past end-of-life.				
9.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	INFINITY HOSPICE CARE OF LAS VEGAS, LLC	OTHER: REVENUE CONTRACT	\$100,000	

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		Contract Description: This is a new revenue contract that continues ongoing alternative hospice services to the residents. Term of Contract: 06/01/2016 - 05/31/2020 Contract # 17629				
10.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	THE NATHAN ADELSON HOSPICE	OTHER: REVENUE CONTRACT	\$100,000	
		Contract Description: This is a new revenue contract that continues ongoing alternative hospice services to the residents. Term of Contract: 08/16/2016 - 07/31/2020 Contract # 18123				
11.	300	DEPARTMENT OF EDUCATION - EDUCATOR LICENSURE	INLUMON	FEE: EDUCATOR LICENSURE	\$650,000	
		Contract Description: This is a new contract to develop, customize and implement an automated Educator Licensure System to replace an in-house database used for maintaining basic licensing information. <b>Contingent upon approval of work program #C35625.</b> Term of Contract: 05/01/2017 - 04/30/2019 Contract # 18438				
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR RX AND DISABILITY RX	CIGNA LIFE AND HEALTH INSURANCE, CO.	OTHER: TOBACCO FUNDS	\$68,000	Exempt
		Contract Description: This is the first amendment to the original contract that continues the two-part State Pharmaceutical Assistance Program, known as Senior RX and Disability RX, to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits. This amendment increases the maximum amount from \$12,600 to \$80,600. Term of Contract: 02/10/2016 - 06/30/2019 Contract # 17366				
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	CLARK COUNTY SCHOOL DISTRICT	FEDERAL	\$8,000,000	Exempt
		Contract Description: This is a new interlocal agreement that provides the federal portion of reimbursements for Medicaid administrative claiming. Term of Contract: 07/01/2016 - 06/30/2020 Contract # 18160				



# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MYERS & STAUFFER, LC	GENERAL 50% FEDERAL 50%	\$100,000	Exempt
	Contract Description:	This is the sixth amendment to the original contract to provide services to audit Managed Care Organizations, patient trust funds and cost reports of nursing facilities. This amendment increases the maximum amount from \$8,675,107 to \$8,775,107 due to the added language to the scope of work to provide project management services for the Certified Community Behavioral Health Clinics.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14275		
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HP ENTERPRISE SERVICES, LLC	GENERAL 50% FEDERAL 50%	\$4,566,457	
	Contract Description:	This is the seventeenth amendment to the original contract to provide takeover and operations of the Medicaid Management Information System and to serve as fiscal agent for the division. This amendment increases the maximum amount from \$391,887,864.23 to \$396,454,321.23 due to the addition of the Managed Care Organizations Expansion and Dental Benefit Administrator.				
		Term of Contract:	01/11/2011 - 06/30/2020	Contract # 11760		
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	GENERAL 35.3% FEDERAL 64.7%	\$146,675	Exempt
	Contract Description:	This is a new interlocal agreement that provides paratransit eligibility evaluations for Medicaid recipients traveling to and from medical appointments.				
		Term of Contract:	04/01/2017 - 06/30/2021	Contract # 18328		
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	WASHOE COUNTY	OTHER: REVENUE	\$433,700	
	Contract Description:	This is the first amendment to the original contract to provide continuing on-site mental health services from Lake's Crossing to inmates at Washoe County Detention Center. This amendment increases the maximum amount from \$508,700 to \$942,400 due to a new fee schedule that charges based on the number of re-evaluations completed vs. employee salaries.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16995		

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	GENERAL 14% OTHER: UNIVERSITY MATCH 11% FEDERAL 75%	\$3,823,500	Exempt
	Contract Description:	This is a new interlocal agreement to provide development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students who are interested in pursuing a social work career in public child welfare, defined as child protective services and permanency planning, who are willing to make a commitment to work full time in a county or state child welfare agency.				
		Term of Contract:	01/01/2017 - 12/31/2020	Contract # 18216		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	ROE PAINTING, INC.	GENERAL	\$88,116	
	Contract Description:	This is a new contract for the preparation and painting of the water tanks, school gymnasium and school exterior.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 18282		
20.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	UNIVERSITY OF CINCINNATI	FEDERAL	\$214,500	
	Contract Description:	This is a new interlocal agreement to provide the department's re-entry program with training as identified by the Second Chance Act Statewide Adult Recidivism Reduction Strategic Plan Grant Award, to meet the goals, objectives and activities as required by the Bureau of Justice.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 18383		
21.	440	DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY	JTC HOLDINGS, LLC DBA JACOBS TRADING, LLC	OTHER: REVENUE	(\$1,412,899)	Exempt
	Contract Description:	This is the first amendment to the original contract to provide continues ongoing offender labor and space at Florence McClure Women's Correctional Center for the purposes of repackaging product returns from merchants and other related activities. This amendment decreases the maximum amount from \$2,512,899 to \$1,100,000. The reduction in the contract amount reflects a more realistic amount as a result of JTC Holdings reduction in business.				
		Term of Contract:	10/16/2015 - 10/15/2019	Contract # 17447		

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOOD PROGRAM	REDDY ICE, DBA LAS VEGAS COLD STORAGE	OTHER: PROGRAM FUNDING 50% FEDERAL 50%	\$152,000	Sole Source
	Contract Description:	This is a new contract to provide full-service cold storage, handling, stacking and breakdown of temperature sensitive foods provided by the U.S. Department of Agriculture and dispensed through the Commodity Foods Program to various grant recipients in the Las Vegas region.				
23.	611	GAMING CONTROL BOARD	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, LAS VEGAS, INTERNATIONAL CENTER FOR GAMING REGULATION	OTHER: TRAINING CHARGE	\$124,000	
	Contract Description:	This is a new revenue contract to provide compensation for development and instruction of gaming regulatory courses at the University of Nevada Las Vegas, International Center for Gaming Regulation.				
24.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	ITERIS, INC.	FEDERAL	\$190,141	
	Contract Description:	This is a new contract to provided project management, systems architecture and Commercial Vehicle Information Exchange Window hosting services for Nevada's Commercial Vehicle Information Systems and Networks used by the Nevada Highway Patrol's Commercial Enforcement section.				
25.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	CLARK COUNTY TREASURER	GENERAL 9% HIGHWAY 20% FEE: CNC FEES 70% OTHER: COST ALLOCATION 1%	\$120,000	
	Contract Description:	This is a new interlocal agreement to provide continues the agency's user agreement for use of Clark County's Shared Computer Operations for Protection and Enforcement II system providing the state access to vital criminal and specific non-criminal information for the Clark County area.				
		Term of Contract:	03/14/2017 - 03/13/2021	Contract # 15158		

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-NON-EXEC	DYER ENGINEERING CONSULTANTS, INC.	OTHER: QUESTION 1 25% FEDERAL 75%	\$107,525	Professional Service
	Contract Description:		This is the second amendment to the original contract to provide professional engineering and construction of a boat launch facility. This amendment increases the maximum amount from \$83,375 to \$190,900.			
		Term of Contract:	01/13/2015 - 01/31/2019	Contract # 16253		
27.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - DIXIE CREEK TEN MILE GROUND WATER - NON-EXEC	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO DESERT RESEARCH INSTITUTE	OTHER: BASIN FUNDS	\$200,900	
	Contract Description:		This is a new interlocal agreement to fund modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction.			
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 18412		
28.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - DIXIE CREEK TEN MILE GROUND WATER - NON-EXEC	U.S. DEPARTMENT OF THE INTERIOR	OTHER: JOINT FUNDING AGREEMENT	\$218,500	
	Contract Description:		This is a new joint funding agreement to fund modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction.			
		Term of Contract:	04/01/2017 - 12/31/2019	Contract # 18413		
29.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	OTHER: CAREER ENHANCEMENT PROGRAM FUNDS	\$100,000	
	Term of Contract:		04/01/2017 - 03/31/2021		Contract # 18406	

**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: **13938**

Amendment Number: **1**

Legal Entity Name: **WELLS FARGO BANK NA**

Agency Name: **TREASURER'S OFFICE**

Contractor Name: **WELLS FARGO BANK NA**

Agency Code: **050**

Address: **6325 S. Rainbow Blvd.**

Appropriation Unit: **1080-04**

Suite **210**

Is budget authority available?: **Yes**

City/State/Zip: **LAS VEGAS, NV 89118**

If "No" please explain: **Not Applicable**

Contact/Phone: **Pat Foley 7022475613**

Vendor No.: **T81020313**

NV Business ID: **NV20141151345**

To what State Fiscal Year(s) will the contract be charged? **2013-2021**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Earning Credits</b>

Agency Reference #: **050**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2013**Anticipated BOE meeting date **03/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **03/31/2017**

Termination Date:

Contract term: **7 years and 335 days**4. Type of contract: **Contract**Contract description: **General Banking**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides depository, disbursement, lockbox and reconciliation services to the State. This amendment extends the termination date from March 31, 2017 to February 28, 2021 with the possibility of an additional two-year extension and increases the contract maximum from \$1,978,473 to \$5,991,254 in order to align the banking services and electronic payments services contract termination dates.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,978,473.00	\$1,978,473.00	\$1,978,473.00	Yes - Action
2. Amount of current amendment (#1):	\$4,012,781.00	\$4,012,781.00	\$4,012,781.00	Yes - Action
3. New maximum contract amount:	\$5,991,254.00			
and/or the termination date of the original contract has changed to:	02/28/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Banking services are required for depository services and disbursements.

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

This type of service is not offered by the State of Nevada.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Contractor has superior knowledge of the State's banking procedures, recommended innovative solutions for the future and provided a competitive cost structure. The cost of this contract, including courier services will save approximately \$600,000 over the contract period versus current contract costs.

d. Last bid date: 11/01/2012 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?

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	alaw1	02/06/2017 17:02:02 PM
Division Approval	alaw1	02/06/2017 17:02:05 PM
Department Approval	alaw1	02/06/2017 17:02:08 PM
Contract Manager Approval	yli00	02/07/2017 15:31:42 PM
Budget Analyst Approval	lfree1	02/16/2017 16:51:00 PM
BOE Agenda Approval	lfree1	02/16/2017 16:53:04 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: **16342** Amendment Number: **1**

Agency Name: **ADMIN - DIVISION OF HUMAN RESOURCE MANAGEMENT** Legal Entity Name: **COMPSYCH EMPLOYEE ASSIST PROG**

Agency Code: **070** Contractor Name: **COMPSYCH EMPLOYEE ASSIST PROG**

Appropriation Unit: **1363-04** Address: **COMPSYCH CORPORATION**

Is budget authority available?: **Yes** City/State/Zip: **CHICAGO, IL 60611-5377**

If "No" please explain: **Not Applicable** Contact/Phone: **Michael B. Garfield, VP 312/595-4003**

Vendor No.: **T27028613**

NV Business ID: **NV20111571181**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

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

Agency Reference #: **RFP #3155, PSMs Initials RM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **03/2017**

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: **Employee Assistance**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing external vendor model Employee Assistance Program (EAP) services. The goal of the State of Nevada EAP is to reduce significant losses in state employee work time, productivity, and effectiveness by providing employees with assistance to improve their personal and professional lives through confidential, professional assessment and counseling. This amendment extends the termination date from June 30, 2017 to June 30, 2019, and increases the maximum amount from \$390,582.83 to \$739,712.83 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:	\$349,130.00	\$349,130.00	\$349,130.00	Yes - Action
2. Amount of current amendment (#1):	\$390,582.83	\$390,582.83	\$390,582.83	Yes - Action
3. New maximum contract amount:	\$739,712.83			
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?

The agency needs a vendor that can provide certain levels of professional counseling and personal services to State employees. Per NRS 284.4062

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

The State does not have the expertise or staff to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3155, 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: 11/06/2014 Anticipated re-bid date: 11/01/2016

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:

11/8/11-6/30/15 - Human Resources Management - 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	01/31/2017 14:18:54 PM
Division Approval	csweeney	01/31/2017 14:18:58 PM
Department Approval	csweeney	01/31/2017 14:19:05 PM
Contract Manager Approval	csweeney	01/31/2017 14:19:10 PM
Budget Analyst Approval	myoun3	02/02/2017 09:51:36 AM
BOE Agenda Approval	lfree1	02/03/2017 14:31:28 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: **14132** Amendment Number: **2**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **CARRIER CORPORATION**

Agency Code: **082** Contractor Name: **CARRIER CORPORATION**

Appropriation Unit: **1349-12** Address: **4444 West Russell Road Suite E**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118**

If "No" please explain: **Not Applicable** Contact/Phone: **Steve Robledo 702-368-4338**

Vendor No.: **PUR0002775A**

NV Business ID: **NV19791006562**

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 %	<b>X</b>	Fees	<b>100.00 % Building Rent Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP #2038**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2013**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **04/30/2017**

Contract term: **4 years and 61 days**

4. Type of contract: **Contract**

Contract description: **HVAC Services**

5. Purpose of contract:

**This is the second amendment to the original contract which continues ongoing HVAC repairs for the Grant Sawyer State Office Building in Las Vegas. This amendment extends the termination date from April 30, 2017 to June 30, 2017 and increases the maximum amount from \$348,000 to \$390,000 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:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
a. Amendment 1:	\$48,000.00	\$348,000.00	\$348,000.00	Yes - Info
2. Amount of current amendment (#2):	\$42,600.00	\$42,600.00	\$90,600.00	Yes - Action
3. New maximum contract amount:	\$390,600.00			
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?

**HVAC equipment must be serviced, maintained, and repaired on a regular basis to remain in first-class operating condition.**

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

Lack of manpower and expertise.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2038, 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:

2008-2013, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	02/09/2017 12:57:14 PM
Division Approval	csweeney	02/09/2017 12:57:17 PM
Department Approval	csweeney	02/09/2017 12:57:26 PM
Contract Manager Approval	ssands	02/09/2017 12:58:27 PM
Budget Analyst Approval	jrodrig9	02/12/2017 21:46:11 PM
BOE Agenda Approval	pnicks	02/13/2017 11:12:41 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: **18052** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **DEL SOL LANDSCAPE CONSTRUCTION, INC.**

Agency Code: **082** Contractor Name: **DEL SOL LANDSCAPE CONSTRUCTION, INC.**

Appropriation Unit: **1349-12** Address: **2509 E. RENO AVE.**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89120**

If "No" please explain: **Not Applicable** Contact/Phone: **702-604-0928**

Vendor No.: **T32004270**

NV Business ID: **NV20051136561**

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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Buildings and Grounds Building Rental Fees</b>
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 **10/11/2016**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2020**

Contract term: **3 years and 325 days**

4. Type of contract: **Contract**

Contract description: **Landscaping**

5. Purpose of contract:

**This is the first amendment to the original contract to provide ongoing landscape services for the Grant Sawyer Building and the Flamingo and Sahara DMV facilities. This amendment increases the maximum amount from \$117,604 to \$533,316 to make a technical correction to the contract maximum amount. The original contract only included cost of services for one year.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$117,604.00	\$117,604.00	\$117,604.00	Yes - Action
2. Amount of current amendment (#1):	\$415,712.00	\$415,712.00	\$415,712.00	Yes - Action
3. New maximum contract amount:	\$533,316.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract is to provide landscape services to the Grant Sawyer Buildings, DMV Flamingo, and DMV Sahara.**

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 employ landscape services for this area.**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3255, 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: 06/01/2016      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

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:

13. Is the contractor currently involved in litigation with the State of Nevada?  
No      If "Yes", please provide details of the litigation and facts supporting approval of the contract:

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/31/2017 10:49:36 AM
Division Approval	csweeney	01/31/2017 10:49:39 AM
Department Approval	csweeney	01/31/2017 10:49:44 AM
Contract Manager Approval	ssands	01/31/2017 10:50:12 AM
Budget Analyst Approval	jrodrig9	02/12/2017 21:15:31 PM
BOE Agenda Approval	pnicks	02/13/2017 11:30:32 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: **17543**

Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Legal Entity Name: **PAUL CAVIN ARCHITECT, LLC**

Agency Code: **082**

Contractor Name: **PAUL CAVIN ARCHITECT, LLC**

Appropriation Unit: **All Appropriations**

Address: **51 MARILYN MAE DR**

Is budget authority available?: **No**

City/State/Zip: **SPARKS, NV 89441-6236**

If "No" please explain:

Contact/Phone: **Paul Cavin 775-842-0261**

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 101-3162, expenditure category 95.

Vendor No.: **T29033842**

NV Business ID: **NV20131182382**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Agency funded CIP</b>

Agency Reference #: **110003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/08/2016**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2020**

Termination Date:

Contract term: **4 years and 114 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 Northern Nevada Adult Mental Health Services Building Deferred Facilities Maintenance projects - Buildings 2A, 5, 8, 8A, 8B, 8C and 14: CIP Project No. 16-A037; SPWD Contract No. 110003. This amendment increases the maximum amount from \$49,500 to \$64,600 for the re-design of the West Entrance to Building 1, design of a unisex, ADA compliant restroom for Building 2A and to design an aluminum store-front door for Building 5.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,500.00	\$49,500.00	\$49,500.00	Yes - Info
2. Amount of current amendment (#1):	\$15,100.00	\$15,100.00	\$64,600.00	Yes - Action
3. New maximum contract amount:	\$64,600.00			

**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:

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 3162, expenditure category 95, Deferred Facilities Maintenance.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/23/2017 15:38:07 PM
Division Approval	dgrimm	01/23/2017 15:38:10 PM
Department Approval	dgrimm	01/23/2017 15:38:15 PM
Contract Manager Approval	dgrimm	02/07/2017 15:52:59 PM
Budget Analyst Approval	jrodrig9	02/12/2017 21:33:59 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18335**

Agency Name: **DTCA - DIVISION OF TOURISM**  
Agency Code: **101**  
Appropriation Unit: **2600-39**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **UNIVERSITY OF UTAH**  
Contractor Name: **UNIVERSITY OF UTAH**  
Address: **AMERICAN WEST CENTER  
1471 E FEDERAL WAY  
SALT LAKE CITY, UT 84102**  
City/State/Zip: **SALT LAKE CITY, UT 84102**  
Contact/Phone: **WILLIAM ERNEST 801-581-4714**  
Vendor No.: **T29000319A**  
NV Business ID: **NV20161711910**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Lodging Tax - Transfer from Tourism</b>

Agency Reference #: **RFP #2112-AM**

2. Contract start date:

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

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **1 year and 120 days**

4. Type of contract: **Contract**

Contract description: **Develop NHLPP**

5. Purpose of contract:

**This is a new contract to produce a draft nomination for the Stewart Indian School as a National Historic Landmark.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$57,334.81**

Other basis for payment: Payment will be based on outreach/research approximate cost \$45,685.11 and the draft NHL agreement approximate cost \$11,649.70 for a total cost not to exceed \$57,334.81. Invoices paid as work is completed.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The Stewart Indian School contains approximately eighty buildings and many landscape features within its 109 acres that make the property nationally significant; further study and preparation of a nomination is needed for a National Historic Landmark designation.**

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

**The Nevada Indian Commission is a small agency and does not have the staff or expertise to handle the workload associated with preparing a nomination for a National Historic Landmark designation.**

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):



UNIVERSITY OF NEVADA, RENO  
UNIVERSITY OF UTAH, AMERICAN WEST CENTER  
FRONT RANGE RESEARCH ASSOCIATES INC  
UNIVERSITY OF NEVADA, LAS VEGAS

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2112, and in accordance with NRS 333, the selected vendor was the only vendor to propose and had the necessary expertise.

d. Last bid date: 09/16/2016 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dpeters3	02/07/2017 09:41:35 AM
Division Approval	dpeters3	02/07/2017 09:41:38 AM
Department Approval	dpeters3	02/07/2017 09:41:41 AM
Contract Manager Approval	amathies	02/07/2017 09:50:02 AM
Budget Analyst Approval	myoun3	02/10/2017 10:59:32 AM
BOE Agenda Approval	lfree1	02/13/2017 11:03:17 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>17563</b>	Amendment Number: <b>1</b>
Agency Name: <b>GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT</b>	Legal Entity Name: <b>WayLay Design, LLC</b>
Agency Code: <b>102</b>	Contractor Name: <b>WayLay Design, LLC</b>
Appropriation Unit: <b>1527-14</b>	Address: <b>4386 Bramblewood Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89147</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Wayne Latham 702-483-9298</b>
	Vendor No.: <b>T29035161</b>
	NV Business ID: <b>NV20091205551</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Lodging Tax - Transfer from Tourism</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2016**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years and 79 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

**This is the first amendment to the original contract which provides marketing services. This amendment extends the termination date from June 30, 2017 to June 30, 2018 and increases the maximum amount from \$79,500 to \$172,875 due to changes to the scope of work.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$79,500.00	\$79,500.00	\$79,500.00	Yes - Action
2. Amount of current amendment (#1):	\$93,375.00	\$93,375.00	\$93,375.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$172,875.00 06/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Need to create and execute an effective online marketing campaign to promote Nevada as a premiere location for film, television, music and other multimedia productions.**

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

The agency does not have the highly specialized expertise to do this work.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Best overall proposal.

d. Last bid date: 02/10/2016 Anticipated re-bid date: 07/02/2017

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:

Currently with the Nevada Film Office; quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	01/13/2017 11:28:50 AM
Division Approval	bvale1	01/13/2017 11:28:55 AM
Department Approval	swoodbur	01/13/2017 11:34:20 AM
Contract Manager Approval	swoodbur	01/18/2017 16:06:31 PM
Budget Analyst Approval	lfree1	02/03/2017 14:21:00 PM
BOE Agenda Approval	lfree1	02/03/2017 14:21:04 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: **18135** Amendment Number: **1**  
 Agency Name: **ADMIN - ENTERPRISE IT SERVICES** Legal Entity Name: **NEVADA YAMAS CONTROLS**  
 Agency Code: **180** Contractor Name: **NEVADA YAMAS CONTROLS**  
 Appropriation Unit: **1385-07** Address: **1380 GREG STREET, SUITE 224**  
 Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431-6071**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Kirby Keller 775/722/1498**  
 Vendor No.: **T29032379A**  
 NV Business ID: **NV20121569583**

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 %	<b>X</b>	Fees	<b>100.00 % Internal Service Fund</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD #2301343**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/26/2016**  
 Anticipated BOE meeting date **03/2017**  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/30/2018**  
 Contract term: **2 years and 4 days**

4. Type of contract: **Contract**  
 Contract description: **HVAC Maintenance**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides ongoing maintenance and repairs to the air conditioners Direct Digital Control System at the Computer Facility. This amendment increases the maximum amount from \$27,823 to \$52,676 due to the replacement of a controller that is past end-of-life.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$27,823.00	\$27,823.00	\$27,823.00	Yes - Info
2. Amount of current amendment (#1):	\$24,853.00	\$24,853.00	\$52,676.00	Yes - Action
3. New maximum contract amount:	\$52,676.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**The Facility's mainframe computer system will not function without the proper temperature and humidity. The Direct Digital Control System controls the air conditioning and needs regular maintenance as well as emergency repairs, as necessary.**

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

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**  
**Approval #: 120708**  
**Approval Date: 07/17/2012**

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

Nevada Yamas Controls has taken over service from Schneider Electric Buildings (previous contractor for this service) and will be providing continued maintenance and service for the already purchased/installed system that is currently in use by the State. (See attached email)

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:

2013 to current, State Public Works Division, 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	amarangi	02/03/2017 16:42:27 PM
Division Approval	amarangi	02/03/2017 16:42:31 PM
Department Approval	amarangi	02/03/2017 16:42:40 PM
Contract Manager Approval	amarangi	02/06/2017 08:31:36 AM
Budget Analyst Approval	hfield	02/07/2017 14:18:29 PM
BOE Agenda Approval	cmurph3	02/08/2017 15:54:25 PM

## Alexa Marangi

---

**From:** Carol Sweeney  
**Sent:** Tuesday, April 05, 2016 4:09 PM  
**To:** ASD - Contracts Group  
**Subject:** FW: Contract Extension Request  
**Attachments:** image003.jpg

FYI – If a contract is for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State, then a solicitation waiver or contract extension justification form is not required. A contract can then go over the 4-year recommended period.

See below.

Carol Sweeney | Program Officer II | Administrative Services Division  
State of Nevada | Department of Administration  
209 E. Musser Street, Room 304, Carson City, NV 89701-3716  
T: (775) 684-0243 | F: (775) 684-0275 | E: [csweeney@admin.nv.gov](mailto:csweeney@admin.nv.gov)

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

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**From:** Cindy L. Stoeffler  
**Sent:** Tuesday, April 05, 2016 9:54 AM  
**To:** [dlhines@clan.lib.nv.us](mailto:dlhines@clan.lib.nv.us)  
**Cc:** Carol Sweeney  
**Subject:** Contract Extension Request

Hi Dana:

Per our telephone conversation, I have confirmed with my Administrator, Jeff Haag, a solicitation waiver or contract extension justification form is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State. Essentially, these ongoing requirements are contemplated as a part of the initial procurement, ensuring taxpayer dollars were spent in good faith and it is reasonable to expect the State to maintain, in good working order, any system acquired as a result of spending those dollars. 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.).

If you have any questions, please feel free to contact me.

Cindy Stoeffler  
State of Nevada  
Department of Administration  
Tel (775) 684-0173  
Fax (775) 684-0188  
[cstoeffler@admin.nv.gov](mailto:cstoeffler@admin.nv.gov)

Brian Sandoval  
Governor



COPY

Jeff Mohlenkamp  
Director

Greg Smith  
Purchasing Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

Purchasing Division  
515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

Purchasing Use Only:  
#120708

Original  
Approved  
(Schneider)

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
 

EITS	Admin Services Division
Pat Church	Wendy Salispara
IT Manager	Admin Assistant III
775-684-4340	775-684-0229
<u>wpchurch@admin.nv.gov</u>	<u>wdsalispara@admin.nv.gov</u>
  
- b. Vendor contact information: Schneider Electric Buildings  
P.O. Box 841868  
Dallas, TX 75284-1868
  
- c. Type of waiver requested:  Sole or single source  Professional Service Exemption
  
2. Description of work/services to be performed or commodity/good to be purchased: Maintenance and emergency repairs of the data centers HVAC (Heating Ventilation Air Conditioning) system.
  
3. Describe the unique qualification required for the service or good to be purchased: Schneider Electric Buildings is the only authorized vendor in northern Nevada able to perform work on the Honeywell Direct Digital Control system.
  
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: Schneider Electric Buildings is the only vendor that has the proprietary software that can operate the Direct Digital Control system. This vendor is the only authorized vendor able to access technical support, replacement parts, service and programming for Honeywell Direct Digital Control system.
  
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: The data center would be in jeopardy of a failure of the HVAC system. If the HVAC system fails, the computer room temperature would rise to a level where the servers for statewide agencies would shut down. Some of the agencies involved would be DMV, Welfare, Health, Secretary of State, Taxation, etc.
  
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. We contacted Southland Industries and Nelson Electric and neither company could support the software of the technical support.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The rates for Schneider Electric Buildings are comparable to other companies for similar services.

8. What is the estimated value and length of the contract, amendment or request? \$65,000.00

a. New contract Y  N

4 years

b. Amendment Y  N  Amendment No. \_\_\_\_\_  
(provide copy of previous waiver(s))

Enterprise Information Technology  
Services

hereby requests approval for

Schneider Electric Buildings  
Americas Inc.

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Wendy Salas</i>	7-10-2012
Agency Representative Initiating Request	Date
X <i>Dail Lopez</i>	7/17/12
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>N/A</i>	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and 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



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.

Approving Authority:

X <i>Aug Smith</i>	7-17-12
Administrator, Purchasing Division	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: **17629**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Infinity Hospice Care of Las Vegas, LLC**Contractor Name: **Infinity Hospice Care of Las Vegas, LLC**Address: **6330 South Jones Blvd.**City/State/Zip: **Las Vegas, NV 89118**Contact/Phone: **Darren Bertram 702-880-7002**

Vendor No.:

NV Business ID: **NV20091299048**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue contract</b>

Agency Reference #: **240**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2016**Anticipated BOE meeting date **03/2017**Retroactive? **Yes**

If "Yes", please explain

**NDVS and the State Purchasing Office had to work through the proper processes for Hospice Contracts, RFP, RFQ, etc. and the final determination was that these services do not fit within the framework of the Purchasing Office and an RFQ would not be appropriate. Hospice services are critical to the health, well-being, and dignity of Services are critical to the health, well-being, and dignity of the residents and family members. A patient's right to choose their own health provider.**

3. Termination Date: **05/31/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Hospice Service**

5. Purpose of contract:

**This is a new revenue contract that continues ongoing alternative hospice services to the residents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Medicaid rate of \$249.01 per day (subject to change based on facility's annual Medicaid cost report settlement review)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Under CMS guidelines, NSVH must provide alternative hospice sources for residents and families.**

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

**NSVH is required to provide alternative hospice providers for residents.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a revenue contract. If the hospice wishes to work with the residents of NSVH, NSVH becomes the provider of health care services to the hospice organization.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/27/2017 17:08:41 PM
Division Approval	agarland	01/27/2017 17:08:45 PM
Department Approval	agarland	01/27/2017 17:08:48 PM
Contract Manager Approval	jtheil1	01/31/2017 11:03:30 AM
Budget Analyst Approval	dreynol2	02/09/2017 10:37:39 AM
BOE Agenda Approval	nhovden	02/10/2017 15:54:15 PM
BOE Final Approval	Pending	

Nevada State Veterans Home  
100 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 332-6784 • Fax (702) 332-6762

BRIAN SANDOVAL  
Governor



Department of Veterans Services  
6900 N. Pecos Road, Room 1C237  
North Las Vegas, Nevada 89086  
(702) 224-6025 • Fax (702) 224-6927

Northern Nevada  
Veterans Memorial Cemetery  
P.O. Box 1919  
Fernley, Nevada 89408  
(775) 575-4441 • Fax (775) 575-5713

STATE OF NEVADA  
**NEVADA DEPARTMENT OF VETERANS SERVICES**  
6880 S. McCarran Blvd, Bldg A Suite 12  
Reno, Nevada 89509  
(775) 688-1653 • Fax (775) 688-1656

Southern Nevada  
Veterans Memorial Cemetery  
1900 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 486-5920 • Fax (702) 486-5923

## MEMORANDUM

**TO:** Debi Reynolds, Budget Division

**FROM:** Joseph Theile, Management Analyst II

**DATE:** January 27, 2017

**SUBJECT:** Request for Retroactive Approval – Infinity Hospice Care of Las Vegas (CETS 17629)

---

The Nevada Department of Veterans Services respectfully requests this contract, Infinity Hospice Care of Las Vegas (CETS 17629), be approved to be retroactive to June 1, 2016. The previous contract terminated on May 31, 2016.

NDVS and the State Purchasing Office had to work through the proper processes for Hospice Contracts, RFP, RFQ, etc. and the final determination was that these services do not fit within the framework of the Purchasing Office and an RFQ would not be appropriate.

Hospice services are critical to the health, well-being, and dignity of Services are critical to the health, well-being, and dignity of the residents and family members. Patient's have a right to choose their healthcare professionals and services. NVDS does not have the authority to supersede a patient's right to choose their own health care professionals and services.

There will not be a repeat of this delay in the future since NDVS has received permission to directly contract with hospice providers from this point forward.

Thank you for your time and courtesy with this request.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18123**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **The Nathan Adelson Hospice**Contractor Name: **The Nathan Adelson Hospice**Address: **4141 Swenson Street**City/State/Zip: **Las Vegas, NV 89119**Contact/Phone: **John Wood, CFO 702-796-3121**

Vendor No.:

NV Business ID: **NV19781010437**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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue contract</b>

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 **03/2017**Retroactive? **Yes**

If "Yes", please explain

**NDVS and the State Purchasing Office had to work through the proper processes for Hospice Contracts, RFP, RFQ, etc. and the final determination was that these services do not fit within the framework of the Purchasing Office and an RFQ would not be appropriate. Hospice services are critical to the health, well-being, and dignity of Services are critical to the health, well-being, and dignity of the residents and family members. A patient's right to choose their own health provider.**

3. Termination Date: **07/31/2020**Contract term: **3 years and 350 days**4. Type of contract: **Revenue Contract**Contract description: **Hospice Services**

5. Purpose of contract:

**This is a new revenue contract that continues ongoing alternative hospice services to the residents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Medicaid rate of \$249.01 per day (subject to change based on facility's annual Medicaid cost report settlement review)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Under CMS guidelines NSVH must provide alternative hospice sources or residents and families.**

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

**NSVH is required to provide alternative hospice providers for residents.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a revenue contract. If the hospice wishes to work with the residents of NSVH, NSVH becomes the provider of healthcare services to the hospice organization.

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:

NDVS for 8/14/2012 - 8/15/2016 and services were satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	agarland	01/27/2017 17:09:43 PM
Division Approval	agarland	01/27/2017 17:09:48 PM
Department Approval	agarland	01/27/2017 17:09:50 PM
Contract Manager Approval	jtheil1	01/30/2017 07:24:07 AM
Budget Analyst Approval	dreynd2	02/03/2017 16:01:18 PM
BOE Agenda Approval	nhovden	02/06/2017 09:20:04 AM
BOE Final Approval	Pending	

Nevada State Veterans Home  
100 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 332-6784 • Fax (702) 332-6762

BRIAN SANDOVAL  
Governor



Department of Veterans Services  
6900 N. Pecos Road, Room 1C237  
North Las Vegas, Nevada 89086  
(702) 224-6025 • Fax (702) 224-6927

Northern Nevada  
Veterans Memorial Cemetery  
P.O. Box 1919  
Fernley, Nevada 89408  
(775) 575-4441 • Fax (775) 575-5713

STATE OF NEVADA  
**NEVADA DEPARTMENT OF VETERANS SERVICES**  
6880 S. McCarran Blvd, Bldg A Suite 12  
Reno, Nevada 89509  
(775) 688-1653 • Fax (775) 688-1656

Southern Nevada  
Veterans Memorial Cemetery  
1900 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 486-5920 • Fax (702) 486-5923

## MEMORANDUM

**TO:** Debi Reynolds, Budget Division  
**FROM:** Joseph Theile, Management Analyst II  
**DATE:** January 27, 2017  
**SUBJECT:** Request for Retroactive Approval – The Nathan Adelson Hospice (CETS 18123)

---

The Nevada Department of Veterans Services respectfully requests this contract, The Nathan Adelson Hospice (CETS 18123), be approved to be retroactive to August 16, 2016. The previous contract terminated on August 15, 2016.

NDVS and the State Purchasing Office had to work through the proper processes for Hospice Contracts, RFP, RFQ, etc. and the final determination was that these services do not fit within the framework of the Purchasing Office and an RFQ would not be appropriate. The executed contract was not received by NDVS until after the deadline for agency submission to the February BOE had passed.

Hospice services are critical to the health, well-being, and dignity of Services are critical to the health, well-being, and dignity of the residents and family members. Patient's have a right to choose their healthcare professionals and services. NVDS does not have the authority to supersede a patient's right to choose their own health care professionals and services.

There will not be a repeat of this delay in the future since NDVS has received permission to directly contract with hospice providers from this point forward.

Thank you for your time and courtesy with this request.

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18438**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>inLumon</b>
Agency Code: <b>300</b>	Contractor Name: <b>inLumon</b>
Appropriation Unit: <b>2705-08</b>	Address: <b>9645 Gateway Drive, Suite A</b>
Is budget authority available? <b>No</b>	City/State/Zip: <b>Reno, NV 89521</b>
If "No" please explain: This contract is contingent upon the approval of work program C35625, submitted for approval at the April 4th Interim Finance Committee.	Contact/Phone: <b>Kavitharaj Basavaraj 775-240-6318</b>
	Vendor No.: <b>T29034911</b>
	NV Business ID: <b>NV20101126878</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2019</b>

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **04/30/2019**  
 Contract term: **1 year and 364 days**

4. Type of contract: **Contract**  
 Contract description: **Edu Licensure System**

5. Purpose of contract:  
**This is a new contract to develop, customize, and implement an automated Educator Licensure System to replace an in-house database used for maintaining basic licensing information. Contingent upon approval of work program #C35625.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$650,000.00**  
 Other basis for payment: upon receipt of detailed invoices

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The agency needs a new Educator Licensure System.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**The State does not have the resources or expertise to provide these services.**

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

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



InLumon  
Micropact  
GL Suite

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3279, 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: 11/10/2016 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:

Nevada Transportation Authority - July 2016 to current - 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:

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	vostin	02/09/2017 14:32:41 PM
Division Approval	vostin	02/09/2017 14:32:44 PM
Department Approval	amccalla	02/09/2017 14:57:34 PM
Contract Manager Approval	ablackwe	02/09/2017 15:00:53 PM
DoIT Approval	rkeith	02/09/2017 15:14:31 PM
Budget Analyst Approval	knielsen	02/14/2017 08:45:19 AM
BOE Agenda Approval	sbrown	02/15/2017 11:20:54 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17366**

Amendment Number: **1**

Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**

Legal Entity Name: **CIGNA LIFE AND HEALTH INSURANCE, CO.**

Agency Code: **402**

Contractor Name: **CIGNA LIFE AND HEALTH INSURANCE, CO.**

Appropriation Unit: **3156-16**

Address: **INSURANCE CO /CIGNA HEALTHCARE**

Is budget authority available?: **Yes**

City/State/Zip: **900 COTTAGE GROVE RD HARTFORD, CT 06152-0001**

If "No" please explain: **Not Applicable**

Contact/Phone: **Carolyn Manganiello 860.226.6696**

Vendor No.: **T29009448**

NV Business ID: **NV20091592039**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % TOBACCO FUNDS</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2016**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2019**

Termination Date:

Contract term: **3 years and 140 days**4. Type of contract: **Contract**Contract description: **Senior RX**

5. Purpose of contract:

**This is the first amendment to the original contract that continues the two-part State Pharmaceutical Assistance Program, known as Senior RX and Disability RX, to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits. This amendment increases the maximum amount from \$12,600 to \$80,600 due to an increased need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$12,600.00	\$12,600.00	\$12,600.00	Yes - Info
2. Amount of current amendment (#1):	\$68,000.00	\$68,000.00	\$80,600.00	Yes - Action
3. New maximum contract amount:	\$80,600.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.**

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

State employees are not authorized to perform the needed services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: Exempt (Per statute)

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

NRS 439.635 and 439.690

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:

ADSD since 2006-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	01/20/2017 11:12:59 AM
Division Approval	dbowma1	01/20/2017 11:13:04 AM
Department Approval	ecreceli	01/31/2017 10:26:21 AM
Contract Manager Approval	jpruneau	01/31/2017 12:58:09 PM
Budget Analyst Approval	bwooldri	02/01/2017 09:09:39 AM
BOE Agenda Approval	nhovden	02/03/2017 10:17:03 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18160**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**

Agency Code: **403**  
Appropriation Unit: **3158-24**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Clark County School District**

Contractor Name: **Clark County School District**

Address: **4190 McLeod Drive  
Accounting Department 060**

City/State/Zip: **Las Vegas, NV 89121**

Contact/Phone: **702-799-5828**

Vendor No.:

NV Business ID: **Governmental 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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **03/2017**

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to the CMS approval of the Cost Allocation Plan.**

3. Termination Date: **06/30/2020**

Contract term: **4 years**

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

Contract description: **Admin Claiming**

5. Purpose of contract:

**This is a new interlocal agreement that provides the federal portion of reimbursements for Medicaid administrative claiming.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**School Based Medicaid Administrative Claiming was established to allow for Medicaid reimbursement for the administrative functions of the School District for current or potential Nevada Medicaid/Check Up eligible students. Eligible reimbursable services include Medicaid eligibility, outreach, and referral, coordination, and monitoring of Medicaid services.**

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

**State agencies are currently providing these services within various agencies. This contract allows for the expansion of these services in a school setting.**

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Clark County School District has been contracted with the State for several years and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/27/2016 15:55:38 PM
Division Approval	mlewi7	01/20/2017 12:53:13 PM
Department Approval	ecrecli	01/31/2017 10:45:04 AM
Contract Manager Approval	aree2	02/01/2017 14:00:05 PM
Budget Analyst Approval	dreynol2	02/03/2017 16:07:21 PM
BOE Agenda Approval	nhovden	02/06/2017 09:07:50 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
Governor



RICHARD WHITLEY, MS  
Director

MARTA JENSEN  
Acting Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** September 27, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Clark County School District

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow Clark County School District to receive administrative claiming reimbursement. This contract was delayed due to the CMS approval of the Cost Allocation Plan.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14275** Amendment Number: **6**

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

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

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

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

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

Vendor No.: **T81098965A**

NV Business ID: **NV20001070243**

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

<input checked="" type="checkbox"/>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **4 years**

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

Contract description: **Audit**

5. Purpose of contract:

**This is the sixth amendment to the original contract which provides services to audit Managed Care Organizations, patient trust funds and cost reports of nursing facilities. This amendment increases the maximum amount from \$8,675,107 to \$8,775,107 due to the added language to the scope of work to provide project management services for the Certified Community Behavioral Health Clinics.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,257,105.00	\$5,257,105.00	\$5,257,105.00	Yes - Action
a. Amendment 1:	\$302,352.00	\$5,559,457.00	\$5,559,457.00	Yes - Action
b. Amendment 2:	\$467,284.00	\$5,724,389.00	\$5,724,389.00	Yes - Action
c. Amendment 3:	\$1,488,366.00	\$6,745,471.00	\$6,745,471.00	Yes - Action
d. Amendment 4:	\$890,000.00	\$6,147,105.00	\$6,147,105.00	Yes - Action
e. Amendment 5:	\$270,000.00	\$5,527,105.00	\$5,527,105.00	Yes - Action
2. Amount of current amendment (#6):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$8,775,107.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

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

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

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

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: Exempt (Per statute)

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

Exempt per NAC333.150 2. (5)

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently in contract with the Division and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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	aree2	01/25/2017 12:02:17 PM
Division Approval	mlewi7	01/25/2017 12:46:06 PM
Department Approval	ecreceli	02/03/2017 16:37:30 PM
Contract Manager Approval	aree2	02/07/2017 09:28:04 AM
Budget Analyst Approval	drey nol2	02/09/2017 11:03:22 AM
BOE Agenda Approval	nhovden	02/10/2017 15:34:46 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: **11760** Amendment Number: **17**  
 Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **HP Enterprise Services, LLC**  
 Agency Code: **403** Contractor Name: **HP Enterprise Services, LLC**  
 Appropriation Unit: **3243-28** Address: **9850 Double R Blvd Suite 102**  
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89521**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Pamela Swiz Pascal 208-371-3229**  
 Vendor No.:  
 NV Business ID: **NV19961138570**

To what State Fiscal Year(s) will the contract be charged? **2011-2020**

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

<input checked="" type="checkbox"/>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #1824**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/11/2011**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2020**

Contract term: **9 years and 172 days**

4. Type of contract: **Contract**

Contract description: **MMIS Fiscal Agent**

5. Purpose of contract:

**This is the seventeenth amendment to the original contract which provides takeover and operations of the Medicaid Management Information System and to serve as fiscal agent for the division. This amendment increases the maximum amount from \$391,887,864.23 to \$396,454,321.23 due to the addition of the Managed Care Organizations Expansion and Dental Benefit Administrator.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$176,945,854.17	\$176,945,854.17	\$176,945,854.17	Yes - Action
a. Amendment 1:	\$11,001,222.00	\$187,947,076.17	\$187,947,076.17	Yes - Action
b. Amendment 2:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
c. Amendment 3:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
d. Amendment 4:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
e. Amendment 5:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
f. Amendment 6:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
g. Amendment 7:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
h. Amendment 8:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
i. Amendment 9:	\$0.00	\$176,945,854.17	\$176,945,854.17	No

j. Amendment 10:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
k. Amendment 11:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
l. Amendment 12:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
m. Amendment 13:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
n. Amendment 14:	\$0.00	\$176,945,854.17	\$176,945,854.17	No
o. Amendment 15:	\$45,000,000.00	\$221,945,854.17	\$221,945,854.17	Yes - Action
p. Amendment 16:	\$158,940,788.06	\$335,886,642.23	\$335,886,642.23	Yes - Action
2. Amount of current amendment (#17):	\$4,566,457.00	\$4,566,457.06	\$4,566,457.06	Yes - Action
3. New maximum contract amount:	\$396,454,321.23			

## II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates.

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

The State lacks resources and State employees do not possess expertise and specialized knowledge required to takeover the MMIS system and carry out fiscal agent operations.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor received the highest score in the State approved competitive procurement process.

d. Last bid date: 02/09/2010 Anticipated re-bid date: 07/01/2013

10. Does the contract contain any IT components? No

## III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been under contract with DHCFCP for several years and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mlewi7	02/01/2017 08:33:41 AM
Division Approval	mlewi7	02/01/2017 08:33:44 AM
Department Approval	ecrecli	02/02/2017 14:10:40 PM
Contract Manager Approval	aree2	02/03/2017 08:38:54 AM
Budget Analyst Approval	dreynol2	02/09/2017 10:10:45 AM
BOE Agenda Approval	nhovden	02/10/2017 16:32:48 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: **18328**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-14**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Regional Transportation Commission of Washoe County**Contractor Name: **Regional Transportation Commission of Washoe County**Address: **PO Box 30002**City/State/Zip: **Reno, NV 89520**Contact/Phone: **775-335-1902**

Vendor No.:

NV Business ID: **Governmental 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.

<input checked="" type="checkbox"/>	General Funds	<b>35.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>64.70 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2017**Anticipated BOE meeting date **03/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **4 years and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Paratransit Eval**

5. Purpose of contract:

**This is a new interlocal agreement that provides paratransit eligibility evaluations for Medicaid recipients traveling to and from medical appointments.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$146,675.17****II. JUSTIFICATION**

7. What conditions require that this work be done?

**42 CFR 431.53 mandate requires provision of necessary non-emergency transportation to and from medical appointments. Completion of ADA Complementary Paratransit evaluations will help assess the Medicaid recipients' ability to use fixed route services.**

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

**The regional transportation commission is responsible for transportation of its passengers and therefore can assess the applicants' ability to use fixed route services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

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

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:

Washoe County RTC has been in contract with the State for several years and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	12/13/2016 10:59:21 AM
Division Approval	mlewi7	12/20/2016 18:48:59 PM
Department Approval	ecreceli	01/31/2017 10:51:44 AM
Contract Manager Approval	aree2	02/01/2017 13:59:12 PM
Budget Analyst Approval	dreynol2	02/03/2017 16:03:48 PM
BOE Agenda Approval	nhovden	02/06/2017 09:11:32 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16995** Amendment Number: **1**  
 Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **WASHOE COUNTY**  
 Agency Code: **406** Contractor Name: **WASHOE COUNTY**  
 Appropriation Unit: **3645-00** Address: **WASHOE COUNTY MANAGERS OFFICE**  
 Is budget authority available?: **Yes** City/State/Zip: **1001 E 9TH ST RENO, NV 89512**  
 If "No" please explain: **Not Applicable** Contact/Phone: **775/328-6131**  
 Vendor No.: **T40283400AQ**  
 NV Business ID: **Government Entity**  
 To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **C 15092**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**  
 Anticipated BOE meeting date **04/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**  
 Contract term: **2 years**

4. Type of contract: **Revenue Contract**  
 Contract description: **Mental Health Svcs**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides continuing on-site mental health services from Lake's Crossing to inmates at Washoe County Detention Center. This amendment increases the maximum amount from \$508,700 to \$942,400 due to a new fee schedule that charges based on the number of re-evaluations completed vs. employee salaries.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$508,700.00	\$508,700.00	\$508,700.00	Yes - Action
2. Amount of current amendment (#1):	\$433,700.00	\$433,700.00	\$433,700.00	Yes - Action
3. New maximum contract amount:	\$942,400.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
 Pursuant to NRS 178.415, Washoe County Detention Center has inmates in need of mental health services. Lakes Crossing Center has the trained staff necessary to evaluate/service court ordered clients

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

State employees are performing this work.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: Not Applicable

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

November 2013 to present - satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

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	02/01/2017 09:11:45 AM
Division Approval	rmorse	02/01/2017 09:11:48 AM
Department Approval	ecreceli	02/02/2017 14:14:17 PM
Contract Manager Approval	rmorse	02/03/2017 14:44:49 PM
Budget Analyst Approval	nhovden	02/07/2017 11:40:39 AM
BOE Agenda Approval	nhovden	02/07/2017 11:41:06 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: **18216**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	<b>Board of Regents - University of Nevada, Reno</b>
Agency Code:	<b>409</b>	Contractor Name:	<b>Board of Regents - University of Nevada, Reno</b>
Appropriation Unit:	<b>3145-10</b>	Address:	<b>School of Social Work Mail Stop 090</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89557-0242</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>775-784-6542</b>
		Vendor No.:	<b>D35000816</b>
		NV Business ID:	<b>Governmental Entity</b>

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.

<input checked="" type="checkbox"/>	General Funds	<b>14.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>11.00 % University Match</b>

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 **03/2017**Retroactive? **Yes**

If "Yes", please explain

**This contract is retro active due to negotiations with UNR to provide partial match to federal funding.**3. Termination Date: **12/31/2020**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Training Services**

5. Purpose of contract:

**This is a new interlocal agreement to provide development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students who are interested in pursuing a social work career in public child welfare, defined as child protective services and permanency planning, who are willing to make a commitment to work full time in a county or state child welfare agency.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,823,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Federal and State requirements for training of child welfare staff who serve children that have been abused, neglected or abandoned.**

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

**The State does not have an in-house training program or the capacity to conduct training to child welfare staff that would meet the federal/state requirements of initial and on-going training.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**



b. Solicitation Waiver: **Exempt (Per statute)**

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

In accordance with NRS 277.180, the Agency has contracted with the University of Nevada, Reno to provide training and professional development for undergraduate and graduate social work students.

UNR will be utilizing the unrecovered indirect costs for this project as match. There is no indirect rate 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, The University has contracted for training in the previous year and has provided satisfactory delivery..

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	01/31/2017 12:51:03 PM
Division Approval	mmason	01/31/2017 16:05:28 PM
Department Approval	ecreceli	02/02/2017 14:04:46 PM
Contract Manager Approval	sknigge	02/03/2017 11:53:41 AM
Budget Analyst Approval	dreynd2	02/09/2017 10:31:42 AM
BOE Agenda Approval	nhovden	02/16/2017 14:30:09 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
Governor



RICHARD WHITLEY, MS  
Director

KELLY WOOLDRIDGE  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 TECHNOLOGY WAY, SUITE 300  
CARSON CITY, NV 89706  
Telephone (775) 684-4400 • Fax (775) 684-4455  
dcfs.nv.gov

Date: January 26, 2017

To: James R. Wells, Chief  
Governor's Finance Office, Budget Division

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

Through: Kelly Wooldridge, Administrator *Kelly Wooldridge*  
Reesha Powell, Deputy Administrator *Reesha Powell*  
Division of Child and Family Services

From: Priscilla Colegrove, Administrative Services Officer IV *Priscilla Colegrove*  
Division of Child and Family Services

Re: Retroactive Approval of Board of Regents UNR (CETS #18216) Contract

The Division of Child and Family Services respectfully requests retroactive consideration of this contract to continue the development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students who are interested in pursuing a social work career in public child welfare, defined as child protective services and permanency planning, who are willing to make commitment to work full time in a county or state child welfare agency..

The negotiations for this agreement started months ago and included significant changes to the scope of work to better define the deliverables. The contract was in the approval process at UNR when successful negotiations started regarding the University providing part of the General Fund match. Both parties needed to continue the development of the program during the negotiation and approval of this agreement.

**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: **18282**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Roe Painting, Inc.
Agency Code:	<b>409</b>	Contractor Name:	<b>Roe Painting, Inc.</b>
Appropriation Unit:	<b>3259-95</b>	Address:	<b>PO Box 7351</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Boise, ID 83707</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Andy Roe 208-991-0567
		Vendor No.:	T32004121
		NV Business ID:	NV20121212195
To what State Fiscal Year(s) will the contract be charged?			<b>2017</b>

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

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 03/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **120 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 water tanks, school gymnasium and school exterior.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$88,115.64**

Other basis for payment: \$19,488.65 for the school; \$62,666.00 for the water tanks; \$5,960.99 for the gym

**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:

This 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):

Byrn's Painting  
Marty Vodopich  
Roe Painting Inc.

b. Solicitation Waiver: **Not Applicable**

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

Roe Painting was the only vendor to provide 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:

Contractor has provided services to NYTC in the past. 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	dander16	11/17/2016 15:59:31 PM
Division Approval	mmason	01/27/2017 10:10:03 AM
Department Approval	ecreceli	01/31/2017 10:59:22 AM
Contract Manager Approval	sknigge	01/31/2017 15:34:44 PM
Budget Analyst Approval	dreynol2	02/09/2017 10:41:29 AM
BOE Agenda Approval	nhovden	02/10/2017 15:47:16 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: **18383**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>University of Cincinnati</b>
Agency Code: <b>440</b>	Contractor Name: <b>University of Cincinnati</b>
Appropriation Unit: <b>3711-22</b>	Address: <b>51 Goodman Drive, Suite 530</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Cincinnati, OH 45221-0222</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Amanda Wright 513/556-2868</b>
	Vendor No.:
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2017**Contract term: **212 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Programs**

5. Purpose of contract:

**This is a new interlocal agreement to provide the department's re-entry program with training as identified by the Second Chance Act Statewide Adult Recidivism Reduction Strategic Plan Grant Award, to meet the goals, objectives and activities as required by the Bureau of Justice.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$214,500.00**

Other basis for payment: payment at the completion of each training class.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Bureau of Justice federal award requires the assessment and evidence-based training activities for staff development with the goal of reducing recidivism. These activities were identified in the grant as required activities and funded entirely by the federal grant.**

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

**The evidence-based practices and curriculum on the Nevada Risk Assessment System (NRAS) and the cognitive approaches to the effective delivery of programs is specialized. The cost of maintaining this level of training capabilities, would require the department to serve as a research institution and would be cost-prohibitive. The department has incorporated train-the-trainer as a required element, to ensure sustainability with the training and programs. However, the department does not have the expertise to delivery this level of training without the technical and education support from the University of Cincinnati. 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. Solicitation Waiver: **Not Applicable**

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

The vendor was selected for the training based on the Ohio Risk Assessment System, of which the state adopted in previous years, with the copyright permission to be identified as the Nevada Risk Assessment System (NRAS). The University of Cincinnati is the only research and training facility that offers the required training and certification of the tool, as part of an evidence-based system.

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	dbec2	02/08/2017 17:24:10 PM
Division Approval	amonro1	02/09/2017 11:56:34 AM
Department Approval	sewart	02/09/2017 13:44:48 PM
Contract Manager Approval	jhardy	02/09/2017 17:12:14 PM
Budget Analyst Approval	sjohnso9	02/10/2017 11:12:23 AM
BOE Agenda Approval	pnicks	02/14/2017 15:32:11 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: **17447**

Amendment Number: **1**

Agency Name: **DEPARTMENT OF CORRECTIONS**

Agency Code: **440**

Appropriation Unit: **3719-00**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **JTC Holdings, LLC**

Contractor Name: **JTC Holdings, LLC**

Address: **DBA Jacobs Trading, LLC  
8090 Excelsior Blvd**

City/State/Zip: **Hopkins, MN 55343-3415**

Contact/Phone: **Stephen J. Mocol, VP Finance & Controller 763/843-2023**

Vendor No.: **T27033174**

NV Business ID: **NV20161088524**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/16/2015**Anticipated BOE meeting date **03/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **10/15/2019**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Offender Labor**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing offender labor and space at Florence McClure Women's Correctional Center for the purposes of repackaging product returns from merchants and other related activities. This amendment decreases the maximum amount from \$2,512,899 to \$1,100,000. The reduction in the contract amount reflects a more realistic amount as a result of JTC Holdings reduction in business.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,512,899.00	\$2,512,899.00	\$2,512,899.00	Yes - Action
2. Amount of current amendment (#1):	-\$1,412,899.00	-\$1,412,899.00	-\$1,412,899.00	Yes - Action
3. New maximum contract amount:	\$1,100,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Per NRS 209.4615 authorizes the State of Nevada, Nevada Department of Corrections (NDOC), by and through its Director to provide offenders work, contractual activity or business activity, subject to the approval of the Board of State Prison Commissioners and the State Board of Examiners. This contract will allow NDOC to provide work and occupational training for offenders through JTC Holdings, LLC DBA Jacobs Trading, LLC.**

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

This is a revenue generating contract.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 209.4615 authorizes the State of Nevada, Department of Corrections, by and through its Director, to provide offenders work, contractual activity or business activity, subject to the approval of the Board of State Prison Commissioners and the State Board of Examiners.

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:

FY10 to Present with Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	ddastal	01/23/2017 16:43:06 PM
Division Approval	amonro1	02/01/2017 11:58:00 AM
Department Approval	sewart	02/01/2017 13:19:30 PM
Contract Manager Approval	jhardy	02/07/2017 11:35:09 AM
Budget Analyst Approval	sjohnso9	02/08/2017 08:47:09 AM
BOE Agenda Approval	pnicks	02/08/2017 10:59:46 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: **18368**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>REDDY ICE DBA LAS VEGAS COLD STORAGE</b>
Agency Code: <b>550</b>	Contractor Name: <b>REDDY ICE DBA LAS VEGAS COLD STORAGE</b>
Appropriation Unit: <b>1362-10</b>	Address: <b>LAS VEGAS COLD STORAGE 1201 SEARLES AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89101-1199</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Jim Sisco 702/649-8002</b>
	Vendor No.: <b>T81010494B</b>
	NV Business ID: <b>NV19981309070</b>

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

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 **03/2017**

Retroactive? **Yes**

If "Yes", please explain

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

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **LV Cold Storage**

5. Purpose of contract:

**This is a new contract to provide full-service cold storage, handling, stacking and breakdown of temperature sensitive foods provided by the U.S. Department of Agriculture and dispensed through the Commodity Foods Program to various grant recipients in the Las Vegas region.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$152,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Commodity foods provided by the USDA must be stored at certain temperature to maintain shelf-life.**

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

**The state does not currently have a warehouse with an industrial food freezer capable of housing commodity foods.**

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 161105**

**Approval Date: 11/04/2016**

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

[Empty text box]

d. Last bid date: Anticipated re-bid date: 01/31/2017

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mston1	01/31/2017 13:12:05 PM
Division Approval	mston1	01/31/2017 13:12:06 PM
Department Approval	mston1	01/31/2017 13:12:09 PM
Contract Manager Approval	mston1	01/31/2017 13:12:10 PM
Budget Analyst Approval	hfield	01/31/2017 14:53:10 PM
BOE Agenda Approval	cmurph3	01/31/2017 15:20:56 PM
BOE Final Approval	Pending	

**BRIAN SANDOVAL**  
Governor

STATE OF NEVADA

**JAMES R. BARBEE**  
Director



Las Vegas Office:  
2300 E. St. Louis Ave.  
Las Vegas NV 89104-4211  
(702) 688-4590  
Fax (702) 688-4567

Elko Office:  
4780 E. Idaho Street  
Elko NV 89801-4672  
(775) 738-8076  
Fax (775) 738-2639

**DEPARTMENT OF AGRICULTURE**

405 South 21<sup>st</sup> Street  
Sparks, Nevada 89431-5557  
Telephone (775) 353-3601 Fax (775) 353-3661  
Website: <http://www.agri.nv.gov>

January 26, 2017

This is a request to retroactively approve the Nevada Department of Agriculture's (NDA) contract with Las Vegas Cold Storage for the Food and Nutrition division (FND) as of July 1, 2016. The reason this contract was not able to be approved prior to the work beginning was initially, there was a change to FND staff and current staff was unaware the vendor was working without a contract. Once known, we had great difficulty in getting quotes from the vendor in a timely fashion; this vendor is the only one that can provide all the services we need. Also, due to recent changes in fiscal management at the Department of Agriculture, there has been an increased workload for the fiscal staff, including the agency's Contract Manager.

This contract is needed to provide cold storage (refrigeration and freezer) for our USDA foods that we receive to distribute to sponsor organizations that feed hungry people. The FND receives food as part of administering 13 of the 15 USDA food programs. We do not have cold storage facilities in our Southern Headquarters in Las Vegas, therefore we must contract out.

Although we regret not having completed the process for proper contract execution on a timely basis, we are happy to continue providing exceptional service to the USDA School and Community Nutrition programs throughout Southern Nevada with these contracted services.

Thank you,

A handwritten signature in blue ink that reads "Donnell Barton".

Donnell Barton  
Administrator, Food and Nutrition Division

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrik Cates  
Director

Jeffrey Haag  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	1121105

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: <i>Agriculture – Food &amp; Nutrition</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Mark Stone, Management Analyst II</i>	<i>775-353-3629</i>	<i>m.stone@agri.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Reddy Ice Corporation dba Las Vegas Cold Storage</i>
	Contact Name:	<i>Jim Sisco</i>
	Address:	<i>1201 Searles Ave, Las Vegas, NV 89101-1199</i>
	Telephone Number:	<i>702-649-8002</i>
	Email Address:	<i>jsisco@reddyice.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	<input type="checkbox"/>

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No
	Amendment:	#		
	CETS:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:	<input type="checkbox"/>		
	Contract:	Start Date:	<i>7/01/16</i>	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	<i>75%</i>
	Other (Explain):	<i>25% Program Funding</i>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$152,000.00</i>

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	<i>We are contracting for full-Service Cold Storage for USDA Foods that must be distributed by three Food Distribution Programs in the Las Vegas area. We are requesting this waiver while Purchasing is completing the RFP for this service.</i>

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	<i>This is currently the Cold Storage Vendor that meets all the current needs of the agency, including full-service. The vendor provides service to: receive and count pallets of food, breakdown, reconfigure and restack pallets per order, wrap the pallets in plastic for safety, provide a monthly inventory of product on hand and load on Agency Trucks in a timely fashion to meet just-in-time delivery requirements.</i>

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<i>In our efforts to secure this service, we attempted to contact another vendor that could potentially offer some of the services and they never returned our calls. We have also contacted Three Square and Clark County School District and are unable to assist us due to lack of space. So in our experience, there is currently no other full-service Cold Storage facility in Las Vegas that we can use. If the Department of Agriculture were to store the USDA Food supplies in another facility, the Department would have to hire full and part-time staff to oversee the facility and provide all the services that the vendor currently provides. The economic cost would be far greater to have the Department maintain a separate and distinct Cold Storage Warehouse with its own staff.</i>

5	<b>Were alternative services or commodities evaluated? Check One.</b> Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>
	<i>As mentioned in question 4, other Cold Storage Facilities in the Las Vegas area were researched and called, none that we could find offered the full services that Las Vegas Cold Storage offered in the way of breaking, reconfiguring, and restacking pallets for trans-shipment nor did they have space and capacity.</i>
	b. <i>If not, why were alternatives not evaluated?</i>

6	<b>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 <u>MUST</u> accompany this request.</b> Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>												
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>												
	<table border="1"> <thead> <tr> <th>Term</th> <th>Value</th> <th>Short Description</th> <th>Type of Procurement (RFP#, RFQ#, Waiver #)</th> </tr> </thead> <tbody> <tr> <td>10/11/11    06/30/13</td> <td>\$150,000</td> <td>Cold Storage</td> <td>RFP#1919</td> </tr> <tr> <td>03/22/06    10/31/11</td> <td>\$450,000</td> <td>Cold Storage</td> <td>RFP – Unknown, Previously commodity</td> </tr> </tbody> </table>	Term	Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)	10/11/11    06/30/13	\$150,000	Cold Storage	RFP#1919	03/22/06    10/31/11	\$450,000	Cold Storage	RFP – Unknown, Previously commodity
	Term	Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)									
10/11/11    06/30/13	\$150,000	Cold Storage	RFP#1919										
03/22/06    10/31/11	\$450,000	Cold Storage	RFP – Unknown, Previously commodity										

					<i>foods program</i>
	<i>09/09/14</i>	<i>06/30/16</i>	<i>\$138,250</i>	<i>Cold Storage</i>	<i>Waiver#140601</i>
			\$		
			\$		

7 **What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**  
*If the State could not provide cold storage, we would not be able to meet our obligations with regards to the USDA; this includes The Emergency Food Assistance Program (TEFAP) and the Commodity Supplemental Food Program (CSFP). It could be a financial loss and a loss of critical goods for our organization and citizens that use these programs.*

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 Cold Storage Facilities were called in Las Vegas to determine if full-services were available; they were not, and one did not even return our request; only the current vendor, Las Vegas Cold Storage, offered the services required and was willing to accommodate our needs.*

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:

a. *If yes, please provide details regarding future obligations or needs.*  
*Approval of this Waiver will enable the agency to continue having this service available while also allowing enough time to complete RFP process. Based on the outcome of the RFP process, if this vendor is chosen, we will be renewing with this vendor or if another vendor is chosen, we will execute a new contract with the new vendor.*

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

Mark Stone  
Print Name of Agency Representative Initiating Request

11/2/16  
Date

  
Signature of Agency Head Authorizing Request

Debra Crowley  
Print Name of Agency Head Authorizing Request

11/2/16  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

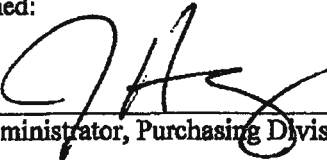
\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:   
Administrator, Purchasing Division or Designee

11-4-2016  
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: **18431**

Agency Name:	<b>GCB - GAMING CONTROL BOARD</b>	Legal Entity Name:	Board of Regents UNLV, International Center for Gaming Regulation
Agency Code:	<b>611</b>	Contractor Name:	<b>Board of Regents UNLV, International Center for Gaming Regulation</b>
Appropriation Unit:	<b>4061-00</b>	Address:	<b>Stan Fulton Building, 3rd Flr 801 East Flamingo</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jennifer Roberts 7028952653
		Vendor No.:	
		NV Business ID:	not applicable
To what State Fiscal Year(s) will the contract be charged?			<b>2017-2021</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Training Charge</b>

2. Contract start date:

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

Anticipated BOE meeting date 03/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/30/2020**Contract term: **3 years and 275 days**4. Type of contract: **Other (include description): Interlocal/Revenue Agreement**Contract description: **Gaming Reg. Courses**

5. Purpose of contract:

**This is a new revenue contract to provide compensation for development and instruction of gaming regulatory courses at the University of Nevada Las Vegas, International Center for Gaming Regulation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,000.00**

Payment for services will be made at the rate of \$155.00 per hour

Other basis for payment: plus any hard costs including travel or per diem for instructors pursuant to Federal GSA rates

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This work is being done at the invitation of the ICGR and enables the NGCB to receive compensation for development and instruction of gaming regulatory courses at the UNLV International Center for Gaming Regulation (ICGR).**

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

**Not applicable**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**b. Solicitation Waiver: **Not Applicable**



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

Not applicable

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jblac7	02/06/2017 16:05:37 PM
Division Approval	jblac7	02/06/2017 16:05:42 PM
Department Approval	jblac7	02/06/2017 16:05:48 PM
Contract Manager Approval	jblac7	02/06/2017 16:05:52 PM
Budget Analyst Approval	myoun3	02/08/2017 16:23:02 PM
BOE Agenda Approval	lfree1	02/09/2017 11:41:50 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18425**

Agency Name: <b>DPS-HIGHWAY PATROL</b>	Legal Entity Name: <b>Iteris, Inc.</b>
Agency Code: <b>651</b>	Contractor Name: <b>Iteris, Inc.</b>
Appropriation Unit: <b>4721-57</b>	Address: <b>1700 Carnegie Avenue</b>
Is budget authority available?: <b>Yes</b>	<b>Suite 100</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Santa Ana, CA 92705</b>
	Contact/Phone: <b>Thaddeus Hoffman 208-528-8538</b>
	Vendor No.:
	NV Business ID: <b>NV20041687546</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2019</b>

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

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

2. Contract start date:

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

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2019**

Contract term: **2 years and 29 days**

4. Type of contract: **Contract**

Contract description: **CVISN Program**

5. Purpose of contract:

**This is a new contract to provided project management, systems architecture and Commercial Vehicle Information Exchange Window hosting services for Nevada's Commercial Vehicle Information Systems and Networks used by the Nevada Highway Patrol's Commercial Enforcement section.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$190,141.00**

Other basis for payment: \$20,186.00 Planning and Administration, \$3,371.00 NV ITS/CVO Business Plan and the CVISN PP/TLD, \$2,031.00 CVISN Background Materials & National Architecture, \$12,792.00 CVO Functions, \$5,494.00 NV Regional ITS Plan, \$18,053.00 CVISN Program and Project Plans, \$11,214.00 CVISN PProgram Plan Documents, \$117,000.00 Nevada CVIEW

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**To better improve roadside enforcement**

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

**There are no Department of Public Safety Highway Patrol Division Employees qualified to perform these duties**

9. Were quotes or proposals solicited? **No**

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?

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbrandt	02/03/2017 14:50:17 PM
Division Approval	mcar2	02/03/2017 14:58:38 PM
Department Approval	mcar2	02/03/2017 14:58:44 PM
Contract Manager Approval	mcar2	02/03/2017 14:58:48 PM
DoIT Approval	rkeith	02/14/2017 09:32:56 AM
Budget Analyst Approval	jrodrig9	02/14/2017 10:58:32 AM
BOE Agenda Approval	pnicks	02/14/2017 13:21:59 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15158**

Agency Name: <b>DPS-GENERAL SERVICES</b>	Legal Entity Name: <b>CLARK COUNTY TREASURER</b>
Agency Code: <b>655</b>	Contractor Name: <b>CLARK COUNTY TREASURER</b>
Appropriation Unit: <b>4709-11</b>	Address: <b>PO BOX 551220</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89155</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Rosalina Rios 702-455-4036</b>
	Vendor No.: <b>T40150701</b>
	NV Business ID: <b>Governmental entity</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>9.00 %</b>	<input checked="" type="checkbox"/> Fees	<b>70.00 % CNC Fees</b>
Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	<b>20.00 %</b>	<input checked="" type="checkbox"/> Other funding	<b>1.00 % Cost Allocation</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/14/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/13/2021**

Contract term: **4 years**

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

Contract description: **SCOPE II**

5. Purpose of contract:

**This is a new interlocal agreement which continues the agency's user agreement for use of Clark County's Shared Computer Operations for Protection and Enforcement II system providing the state access to vital criminal and specific non-criminal information for the Clark County area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Other basis for payment: Annual amount based on number of Scope searches performed. 2017 Estimate is \$27,698  
\$120,000 NTE 4 years

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Access to SCOPE II is necessary to provide complete criminal history information that includes records from Clark County.**

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

**Clark County owns and maintains the SCOPE II system. DPS would not have access to this system without this interlocal contract.**

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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 department routinely contracts with Clark County and services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	02/01/2017 16:24:34 PM
Division Approval	dmunns	02/03/2017 07:57:03 AM
Department Approval	mcar2	02/03/2017 16:26:22 PM
Contract Manager Approval	mcar2	02/03/2017 16:26:24 PM
Budget Analyst Approval	jrodrig9	02/12/2017 20:55:24 PM
BOE Agenda Approval	pnicks	02/13/2017 11:20:28 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: **16253** Amendment Number: **2**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **DYER ENGINEERING CONSULTANTS, INC**

Agency Code: **702** Contractor Name: **DYER ENGINEERING CONSULTANTS, INC**

Appropriation Unit: **1511-91** Address: **9160 Double Diamond Parkway Suite A**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89521**

If "No" please explain: **Not Applicable** Contact/Phone: **775/852-1440**

Vendor No.: **T27000546**

NV Business ID: **NV19981192874**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>25.00 % Question 1</b>

Agency Reference #: 15-17

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2015**

Anticipated BOE meeting date 04/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **01/31/2019**

Contract term: **4 years and 19 days**

4. Type of contract: **Contract**

Contract description: **Zunino Reservoir**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides professional engineering and construction of a boat launch facility. This amendment increases the maximum amount from \$83,375 to \$190,900.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$83,375.00	\$83,375.00	\$83,375.00	Yes - Action
a. Amendment 1:	\$0.00	\$83,375.00	\$83,375.00	No
2. Amount of current amendment (#2):	\$107,525.00	\$107,525.00	\$107,525.00	Yes - Action
3. New maximum contract amount:	\$190,900.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Professional Engineering and construction of a boat launch facility.

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

Construction and professional expertise that the state employees do not have.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

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

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

PROFESSIONAL SERVICE

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	02/03/2017 07:57:20 AM
Division Approval	Igleason	02/03/2017 08:52:56 AM
Department Approval	eobrien	02/03/2017 09:53:31 AM
Contract Manager Approval	dwendell	02/06/2017 13:05:07 PM
Budget Analyst Approval	cpalme2	02/07/2017 16:50:16 PM
BOE Agenda Approval	cmurph3	02/13/2017 13:22:20 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: **18412**

Agency Name:	<b>DCNR - DIVISION OF WATER RESOURCES</b>	Legal Entity Name:	<b>Board of Regents, Nevada System of Higher Education obo</b>
Agency Code:	<b>705</b>	Contractor Name:	<b>Board of Regents, Nevada System of Higher Education obo</b>
Appropriation Unit:	<b>4105-10</b>	Address:	<b>Desert Research Institute 2215 Raggio Parkway Reno, NV 89512</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89512</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>Susan Rybarski 775-673-7444</b>
		Vendor No.:	<b>D35000802</b>
		NV Business ID:	<b>Governmental Entity</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Basin Funds</b>

2. Contract start date:

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

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **2 years and 305 days**

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

Contract description: **Lower Humboldt Basin**

5. Purpose of contract:

**This is a new interlocal agreement to fund modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,900.00**

Payment for services will be made at the rate of \$17,416.67 per quarter

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Groundwater pumping by junior water right holders may be conflicting with the rights of senior surface water right holders. This model will determine the extent of any conflict that may exist and is needed for future water management in the Humboldt River Basin.**

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

**These studies require a very high level of expertise and resources that the State does not have.**

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**



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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with Desert Research Institute that have resulted in many products widely used by governmental agencies to the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vchrist1	01/26/2017 14:46:16 PM
Division Approval	vchrist1	01/26/2017 14:46:18 PM
Department Approval	bkordono	01/27/2017 16:20:00 PM
Contract Manager Approval	bkordono	01/27/2017 16:20:04 PM
Budget Analyst Approval	cpalme2	01/31/2017 13:07:05 PM
BOE Agenda Approval	cmurph3	01/31/2017 14:05:18 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18413**

Agency Name:	<b>DCNR - DIVISION OF WATER RESOURCES</b>	Legal Entity Name:	U.S. Department of the Interior
Agency Code:	<b>705</b>	Contractor Name:	<b>U.S. Department of the Interior</b>
Appropriation Unit:	<b>4105-10</b>	Address:	<b>GEOLOGICAL SURVEY 2730 N. Deer Run Road</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Carson City , NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Kip Allander 775-887-7600
		Vendor No.:	PUR0000332C
		NV Business ID:	Governmental 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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Joint Funding Agreement</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2017**

Anticipated BOE meeting date 03/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **2 years and 274 days**

4. Type of contract: **Other (include description): Joint Funding Agreement**

Contract description: **Lower Humboldt Basin**

5. Purpose of contract:

**This is a new joint funding agreement to fund modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$218,500.00**

Payment for services will be made at the rate of \$19,863.63 per quarter

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Groundwater pumping by junior water right holders may be conflicting with the rights of senior surface water right holders. This model will determine the extent of any conflict that may exist and is needed for future water management in the Humboldt River Basin.

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

These studies require a very high level of expertise and resources that the State does not have.

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies to the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	01/31/2017 11:09:09 AM
Division Approval	bkordono	01/31/2017 11:09:12 AM
Department Approval	bkordono	01/31/2017 11:09:14 AM
Contract Manager Approval	bkordono	01/31/2017 11:09:18 AM
Budget Analyst Approval	cpalme2	01/31/2017 11:11:25 AM
BOE Agenda Approval	cmurph3	01/31/2017 14:22:23 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: **18378**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>WORKFORCE CONNECTIONS</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>WORKFORCE CONNECTIONS</b>
Appropriation Unit:	<b>4770-12</b>	Address:	<b>6330 W CHARLESTON BLVD STE 150</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89146-1183</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>702/638-8750</b>
		Vendor No.:	<b>T81079028</b>
		NV Business ID:	<b>Governmental Entity</b>

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 %	<b>X</b> Other funding	<b>100.00 % Career Enhancement Program Funds</b>

Agency Reference #: **FY17-CEP-WFC-HELP**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2017**Retroactive? **Yes**

If "Yes", please explain

**All Workforce Connections documentation and information was not received until December 1, 2016. This was not adequate time to have the completed contract drafted, signed and delivered to the Board of Examiners by the December 6, 2016 deadline.**

3. Termination Date: **06/30/2018**Contract term: **1 year and 120 days**4. Type of contract: **Interlocal Agreement**Contract description: **OOS YOUTH TRAINING**

5. Purpose of contract:

**This is a new interlocal agreement which provides out-of school youth between the ages of 17 and 24 with year-round employment and training, with specific focuses on high demand occupations such as nursing, information technology and manufacturing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: The State will process payment when an approved request for funds is received and approved by the Department, normally once each week for the duration of the contact, not to exceed the contract maximum of \$100,000 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Workforce Innovative and Opportunity Act (WIOA) emphasize services to out-of-school and disconnected youth, high school dropout recovery and attainment of recognized postsecondary credentials.

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

The Department does not have employees who can provide the specialized assistance and support to assist the long-term unemployed.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	vleigh	01/20/2017 11:02:45 AM
Division Approval	vleigh	01/20/2017 11:02:54 AM
Department Approval	jmcentee	01/27/2017 08:15:10 AM
Contract Manager Approval	dohl0	01/31/2017 14:49:49 PM
Budget Analyst Approval	tgreenam	02/07/2017 07:46:22 AM
BOE Agenda Approval	sbrown	02/08/2017 15:34:36 PM
BOE Final Approval	Pending	



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** December 21, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** Don Soderberg, Director, Department of Employment, Training and Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Interlocal Agreement  
Workforce Connections (WFC) in conjunction with HELP of Southern Nevada  
FY17-CEP-WFC-HELP

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The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Workforce Connections (WFC) retroactive to January 1, 2017. All Workforce Connections documentation and HELP of Southern Nevada information was not received until December 1, 2016. This was not adequate time to have the completed contract drafted, signed and delivered to the Board of Examiners by the December 6, 2016 deadline.

The services rendered by Workforce Connections (WFC) in conjunction with HELP of Southern Nevada will provide out-of-school youth between the ages of 17 and 24 year-round employment and training services, with specific focuses on high demand occupations such as nursing or information technology. The department is requesting BOE approval effective January 1, 2017.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	ACRO SERVICE CORP.	OTHER: VARIOUS	\$7,000,000	
	Contract Description:	This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.				
	Term of Contract:	Upon Approval - 03/31/2021	Contract # 18408			
2.		VARIOUS STATE AGENCIES	FEDEX CORPORATE SERVICES, INC.	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new National Association of State Procurement Officials contract for door-to-door delivery of express letters and small packages, expedited ground parcel/pouch, and international delivery services.				
	Term of Contract:	03/14/2017 - 11/27/2021	Contract # 18433			
3.		VARIOUS STATE AGENCIES	HAT LTD PARTNERSHIP	OTHER: VARIOUS	\$7,000,000	
	Contract Description:	This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.				
	Term of Contract:	Upon Approval - 03/31/2021	Contract # 18404			
4.		VARIOUS STATE AGENCIES	MARATHON STAFFING GROUP, INC.	OTHER: VARIOUS	\$7,000,000	
	Contract Description:	This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.				
	Term of Contract:	Upon Approval - 03/31/2021	Contract # 18405			
5.		VARIOUS STATE AGENCIES	TALENT FRAMEWORK, LLC	OTHER: VARIOUS	\$7,000,000	
	Contract Description:	This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.				
	Term of Contract:	04/01/2017 - 03/31/2021	Contract # 18406			

### 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: **18408**

Agency Name: **MSA MASTER SERVICE AGREEMENTS**

Agency Code: **MSA**

Appropriation Unit: **9999 - All Categories**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Acro Service Corp**

Contractor Name: **Acro Service Corp**

Address: **39209 W Six Mile Rd Ste 250**

City/State/Zip: **Livonia, MI 48152**

Contact/Phone: **Diego Garcia 734-591-1100**

Vendor No.: **T32003108**

NV Business ID: **NV20141584317**

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 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: **3296-AM**

2. Contract start date:

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

Anticipated BOE meeting date: **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**

Contract term: **4 years and 30 days**

4. Type of contract: **MSA**

Contract description: **Temp Employment**

5. Purpose of contract:

**This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: Invoices will be paid upon receipt and approval of using agency. Agency Recruitment Administrative Fee is 19.95% which includes 13.95% for Employers Tax Contributions and 3.70% for cost of benefits provided to the temporary employee. Contractor Recruitment Administrative Fee is 30.95% which consists of 13.95% for Employers Tax Contributions and 3.70% cost of benefits provided to the temporary employee.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The State is contracting with a temporary employment company so the State is not in a position of being held as the employer.**

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

**The State does not provide temporary employment services.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**



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

Rose International  
Search Pros Staffing  
Kelly Services

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals by an independent evaluation committee from various using agencies, this vendor was one of the top four (4) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 11/29/2016 Anticipated re-bid date: 09/15/2021

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 of Nevada, Purchasing Division - November 1, 2014-Present (Ongoing). This contract is for Information Technology (IT) Staff Augmentation which is not a part of the Temporary Employment Services contract. 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	mstewa10	01/30/2017 11:20:37 AM
Division Approval	mstewa10	01/30/2017 11:20:39 AM
Department Approval	mstewa10	01/30/2017 11:20:41 AM
Contract Manager Approval	amorfin	01/30/2017 11:23:58 AM
Budget Analyst Approval	tgreenam	02/08/2017 15:44:21 PM
BOE Agenda Approval	sbrown	02/09/2017 11:13:40 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18433**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>FEDEX CORPORATE SERVICES, INC.</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>FEDEX CORPORATE SERVICES, INC.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>3650 HACKS CROSS RD BUILDING E 3RD FLOOR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>MEMPHIS, TN 38125</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>CHARLES WAGNER 503-347-3638</b>
	Vendor No.: <b>T80056090</b>
	NV Business ID: <b>NV20001316427</b>

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 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % VARIOUS AGENCY FUNDS</b>

Agency Reference #: **RFP 3293 - MT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/14/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/27/2021**  
 Contract term: **4 years and 259 days**

4. Type of contract: **MSA**  
 Contract description: **Small pkg. shipping**

5. Purpose of contract:  
**This is a new National Association of State Procurement Officials contract for door-to-door delivery of express letters and small packages, expedited ground parcel/pouch, and international delivery services.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The State of Nevada requires daily shipping and receiving services of mail and packages to and from various locations. These services must be performed in a secure and efficient manner with known reliability of past performance, up-to-the-minute tracking ability, and the confidence that at least a minimum security level is maintained from the time a parcel or letter is received or sent, up to the point that it reaches its final destination.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**The State of Nevada lacks the facilities and staff to perform these services.**

9. Were quotes or proposals solicited? **Yes**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

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

GOLDEN STATE OVERNIGHT  
UPS  
FEDEX CORPORATION

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee made its selections based on the submitted proposals, which were evaluated in accordance with the established criteria.

d. Last bid date: 04/22/2016 Anticipated re-bid date: 01/04/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been the sole contracted vendor for these services for the State of Nevada since 2006 and has provided satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	02/07/2017 11:37:17 AM
Division Approval	mstewa10	02/07/2017 11:37:19 AM
Department Approval	mstewa10	02/07/2017 11:37:21 AM
Contract Manager Approval	mtroesch	02/07/2017 11:39:31 AM
Budget Analyst Approval	tgreenam	02/09/2017 11:26:41 AM
BOE Agenda Approval	sbrown	02/15/2017 11:03:30 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: **18404**

Agency Name: **MSA MASTER SERVICE AGREEMENTS**

Agency Code: **MSA**

Appropriation Unit: **9999 - All Categories**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **HAT LTD Partnership**

Contractor Name: **HAT LTD Partnership**

Address: **Manpower  
63 Keystone Ave. #202**

City/State/Zip: **Reno, NV 89503**

Contact/Phone: **Patrick Harrigan 775-328-6020**

Vendor No.: **T81030068**

NV Business ID: **NV19911008239**

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 %	<b>X Other funding</b>	<b>100.00 % Various</b>

Agency Reference #: **3296-AM**

2. Contract start date:

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

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**

Contract term: **4 years and 30 days**

4. Type of contract: **MSA**

Contract description: **Temp Employment Svcs**

5. Purpose of contract:

**This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: Invoices will be paid upon receipt and approval of using agency. Invoices will be paid per temporary employee hourly pay rate plus 24% for agency recruitment administrative markup fee or contractor recruitment administrative markup fee of 34%. These include 20.89% fee for SUTA, FUTA, FICA, Modified Business Tax, General Liability, Bonding and Workers Compensation. The markup fees also includes Health Insurance, Employer Sponsored Health Insurance, Training, General Management, Administration and Operating Expenses.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The State is contracting with a temporary employment company so the State is not in a position of being held as the employer.**

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

**The State does not provide temporary employment services.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Kelly Services  
Search Pros Staffing  
Rose International

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals by an independent evaluation committee from various using agencies, this vendor was one of the top four (4) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 11/29/2016 Anticipated re-bid date: 09/15/2021

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:

Manpower was awarded a contract with the State of Nevada on January 1, 2009 which expired March 31, 2013. They were again awarded a new contract April 1, 2013 which will be expiring March 31, 2017. 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **They are a Domestic Limited 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	01/30/2017 11:21:16 AM
Division Approval	mstewa10	01/30/2017 11:21:20 AM
Department Approval	mstewa10	01/30/2017 11:21:23 AM
Contract Manager Approval	amorfin	01/30/2017 11:21:52 AM
Budget Analyst Approval	tgreenam	02/08/2017 15:35:31 PM
BOE Agenda Approval	sbrown	02/09/2017 11:29:35 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: **18405**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Marathon Staffing Group Inc.
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Marathon Staffing Group Inc.</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>769 Basque Way #100</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Carson City, NV 89706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Paul Lenning 775-200-0481
		Vendor No.:	T32002132
		NV Business ID:	NV19991193025

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Various</b>

Agency Reference #: 3296-AM

2. Contract start date:

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

Anticipated BOE meeting date 03/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2021**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Temp Employment Svc**

5. Purpose of contract:

**This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: Invoices will be paid upon receipt and approval of using agency. Agency Recruitment Administrative Fee is a total of 23.60% which include 17.9% fee for Employers Tax Contributions and 3.3% fee for Costs of benefits provided to the temporary employee. The Contractor Recruitment Administrative Fee is a total of 31% and includes 17.9% for Employers Tax Contributions and 3.3% Cost of benefits provided to the temporary employee.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The State is contracting with a temporary employment company so the State is not in a position of being held as the employer.**

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

**The State does not provide temporary employment services.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Rose International  
Search Pros Staffing  
Kelly Services

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals by an independent evaluation committee from various using agencies, this vendor was one of the top four (4) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 11/29/2016 Anticipated re-bid date: 09/15/2021

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:

Marathon Staffing was awarded a contract with the State of Nevada on April 1, 2013 to March 31, 2017. They have also had a contract with University of Nevada at Las Vegas from 2004-2007 and from 2012 to the present. 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:  
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	mstewa10	01/30/2017 11:20:02 AM
Division Approval	mstewa10	01/30/2017 11:20:04 AM
Department Approval	mstewa10	01/30/2017 11:20:07 AM
Contract Manager Approval	amorfin	01/30/2017 11:20:27 AM
Budget Analyst Approval	tgreenam	02/08/2017 15:52:05 PM
BOE Agenda Approval	sbrown	02/09/2017 11:12:51 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18406**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>Talent Framework LLC</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>Talent Framework LLC</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>Talent Framework 5596 Longley Lane</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89511</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Steve Conine 775-322-5004</b>
	Vendor No.: <b>T32002120</b>
	NV Business ID: <b>NV20101592488</b>

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 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: **3296-AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Temp Employment Svc**

5. Purpose of contract:

**This is a new contract to provide temporary employment services as needed by various State agencies. State agencies may have a need to temporarily fill staffing vacancies.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: Invoices will be paid upon receipt and approval of using agency. Agency Recruitment Administrative Fee is 21% and consists of a range of 14.88% to 17.38% for Employers Tax Contribution and 2.25% for cost of benefits provided to the temporary employee. Contractor Recruitment Administrative Fee is 29% and consists of a range of 14.88% to 17.38% for Employers Tax Contributions and 2.25% for cost of benefits provided to the temporary employee.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The State is contracting with a temporary employment company so the State is not in a position of being held as the employer.**

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

**The State does not provide temporary employment services.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**



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

Kelly Services  
Search Pros Staffing  
Rose International

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals by an independent evaluation committee from various using agencies, this vendor was one of the top four (4) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 11/29/2016 Anticipated re-bid date: 09/15/2021

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 of Nevada, Division of Housing - January 2013-November 2013  
State of Nevada, Mental Health and Developmental Services - October 2012 to December 2014  
State of Nevada Department of Health and Human Services - October 2005 to October 2009  
The vendor 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **They are listed as a Domestic Limited-Liability Company**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/30/2017 11:22:04 AM
Division Approval	mstewa10	01/30/2017 11:22:07 AM
Department Approval	mstewa10	01/30/2017 11:22:09 AM
Contract Manager Approval	amorfin	01/30/2017 11:23:13 AM
Budget Analyst Approval	tgreenam	02/08/2017 15:25:39 PM
BOE Agenda Approval	sbrown	02/09/2017 11:30:45 AM
BOE Final Approval	Pending	

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE OF ENERGY - STATE ENERGY OFFICE	THE BOARD OF REGENTS – DESERT RESEARCH INSTITUTE	OTHER: USDA REAP GRANT	\$44,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide technical assistance at Governor's Office of Energy workshops, events or seminars that benefit potential business owners and agricultural producers in the targeted areas of Elko, Nye, Lyon and Churchill Counties.				
		Term of Contract:	02/08/2017 - 06/30/2018	Contract # 18416		
2.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	ESTIPONA GROUP	OTHER: USA FUNDS FELLOW PROGRAM & INTRASTATE INTERLOCAL WITH NEVADA DEPARTMENT OF EDUCATION	\$36,954	
	Contract Description:	This is the first amendment to the original contract to provide website design, brand and logo development of an advertising campaign for science, technology, engineering and math programs, including careers and education. This amendment increases the maximum amount from \$13,045 to \$49,999 to provide additional work to better match students to potential jobs, create a teachers forum and create a section on job opportunities.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17968		
3.	050	TREASURER'S OFFICE - STATE TREASURER	ASCENSUS COLLEGE SAVINGS RECORDKEEPING	OTHER	\$25,000	
	Contract Description:	This is a new revenue contract to implement the Nevada ABLE program. In December 2014 the Achieving a Better Life Experience (ABLE) Act was passed by Congress. In 2015 the Nevada Legislature passed SB 419 authorizing the Treasurer's Office to implement the Nevada ABLE program. This program provides eligible Nevada individuals with disabilities a tax-advantaged way to save and accumulate assets exempt from the means-tested Medicaid or Supplemental Security Income programs.				
		Term of Contract:	01/26/2017 - 01/26/2022	Contract # 18386		
4.	070	DEPARTMENT OF ADMINISTRATION - HUMAN RESOURCE MANAGEMENT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, LAS VEGAS	OTHER: CPM ASSESSMENT	\$11,020	
	Contract Description:	This is a new interlocal agreement to provide services from the School of Public Policy and Leadership that would serve as Capstone Project Evaluators for the Nevada Certified Public Managers (NVCPM) Program. Dr. Christopher Stream, PhD. is the educator.				
		Term of Contract:	02/01/2017 - 01/31/2018	Contract # 18418		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	BRIGGS ELECTRIC, INC.	FEE: BUILDING & GROUNDS BUILDING RENT INCOME	\$15,000	
	Contract Description:	This is the first amendment to the original contract to provide ongoing electrical services to state-owned facilities in the northern Nevada area. This amendment increases the contract maximum amount from \$20,000 to \$35,000 due to the increased need for these services.				
		Term of Contract:	05/14/2013 - 03/31/2017	Contract # 14137		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	HARMONY FIRE PROTECTION, INC.	FEE: BUILDING RENT INCOME	\$30,000	
	Contract Description:	This is a new contract that continues ongoing services for repair, maintenance or replacement of fire sprinkler systems and components at various state-owned buildings in the Las Vegas metropolitan area.				
		Term of Contract:	04/01/2017 - 03/31/2021	Contract # 18442		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	JENSEN HUGHES	GENERAL 1% BONDS 49% OTHER: UNIVERSITY SYSTEM RECEIPTS 50%	\$37,000	Professional Service
	Contract Description:	This is a new contract to provide professional miscellaneous services for the Hotel College Academic Building at the University of Las Vegas: CIP Project No. 15-C78; SPWD Contract No. 110508.				
		Term of Contract:	01/23/2017 - 06/30/2019	Contract # 18060		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - ENGINEERING AND PLANNING	INSPECTION REPORTS ONLINE.NET	FEE: INSPECTION	\$44,897	
	Contract Description:	This is a new contract to provide access and associated support services for a web based Inspection Report Management Software System.				
		Term of Contract:	01/23/2017 - 12/01/2018	Contract # 18270		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	HIGHWAY 95 REGIONAL DEVELOPMENT AUTHORITY	GENERAL	\$15,000	
	Contract Description:	This is the second amendment to the original contract to provide funding for regional economic development authorities to aid, promote and encourage the economic development of Nevada. This amendment increases the contract maximum from \$460,000 to \$475,000 and amends the scope to include representation of Churchill County in the HWY 95 Regional Development Authority through the end of the contract period.				
		Term of Contract:	08/13/2013 - 06/30/2017	Contract # 14696		
10.	300	DEPARTMENT OF EDUCATION - ASSESSMENTS AND ACCOUNTABILITY	CENTER FOR ASSESSMENT	FEDERAL	\$45,000	
	Contract Description:	This is a new contract to set standards on the Nevada School Performance Framework. This work will result in a collaborative, facilitated and agreed upon set of standards for the purpose of rating Nevada public and charter schools.				
		Term of Contract:	02/22/2017 - 06/30/2018	Contract # 18321		
11.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - STATE RAILROAD MUSEUMS	PDK GROUP, INC. DBA SYSTEM4 OF RENO	OTHER: PROPERTY AND CONTENTS INSURANCE	\$13,121	
	Contract Description:	This is a new contract to provide deep cleaning services in all areas of the Jacobsen Interpretive Center affected by the flood.				
		Term of Contract:	02/06/2017 - 06/30/2017	Contract # 18414		
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH PREPAREDNESS PROGRAM	DEBRA SCOTT, MSN, RN, FRE	OTHER: FEES 65% FEDERAL 35%	\$9,253	FORMER EMPLOYEE
	Contract Description:	This is the first amendment to the original contract to provide outreach to professional licensing boards, as available, and associations for expanded data collection and increased utilization of online provider surveys to improve the health professional licensure application process. This amendment extends the termination date from March 31, 2017 to October 31, 2017 and increases the maximum amount from \$5,047 to \$14,300 due to the continued need for these services.				
		Term of Contract:	10/01/2016 - 10/31/2017	Contract # 18161		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	431	OFFICE OF THE MILITARY	FOOTHILL ELECTRIC CO, INC.	FEDERAL	\$15,600	
	Contract Description:	This is a new contract to install surge protection to protect equipment at the Office of the Military's 5th Street Ammo Bunker Complex in Carson City. Term of Contract: 02/12/2017 - 03/30/2017 Contract # 18432				
14.	580	PUBLIC UTILITIES COMMISSION	ELITE MEDIA, INC.	FEDERAL	\$17,500	
	Contract Description:	This is a new contract that continues ongoing billboard services in the Las Vegas area to promote the 811 Call Before You Dig phone number during the month of April 2017, which is National Safe Digging Month. Term of Contract: 03/15/2017 - 04/30/2017 Contract # 18427				
15.	656	DEPARTMENT OF PUBLIC SAFETY - STATE EMERGENCY RESPONSE COMMISSION	IDSI INTERNATIONAL, INC.	HIGHWAY FUND 40% HAZMAT FEES 60%	\$25,900	Exempt
	Contract Description:	This is the second amendment to the original contract to provide ongoing software support and maintenance of the Nevada Online Hazardous Materials Reporting System used by the Department of Public Safety. This amendment increases the maximum amount from \$185,400 to \$211,300 for annual hosting services. Term of Contract: 04/09/2013 - 03/02/2018 Contract # 14096				
16.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	QUALITY TRI COUNTY JANITORIAL	FEE: SPORTSMEN	\$10,128	
	Contract Description:	This is a new contract to provide monthly janitorial services to the regional office located in Winnemucca. Term of Contract: 01/27/2017 - 01/31/2019 Contract # 18396				
17.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS- NON-EXEC	WEST COAST CONCRETE, INC.	FEE: USER	\$23,814	
	Contract Description:	This is a new contract to replace collapsible duct sox with traditional spiral ductwork throughout the visitor center at the Old Las Vegas Mormon Fort State Historical Park. Term of Contract: 01/23/2017 - 05/25/2017 Contract # 18399				
18.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	RUBY MOUNTAIN HEATING, VENTILATION, AND AIR CONDITIONING & REFRIGERATION	GENERAL	\$48,800	

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		Contract Description: This is a new contract to provide preventative maintenance and repairs to the heating, ventilation and air conditioning system at the division's Elko Interagency Dispatch Center, Northern Region office and mechanics' shop. Term of Contract: 02/02/2017 - 12/31/2020 Contract # 18410				
19.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	NEVADA OUTDOOR SCHOOL	FEDERAL	\$10,850	
		Contract Description: This is a new contract to provide students and educators with educational outreach to better understand local watershed and non-point source pollution. Term of Contract: 02/03/2017 - 12/31/2017 Contract # 18360				
20.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE INSOLVENCY FUND-NON-EXEC	NEVADA ALTERNATIVE SOLUTIONS, INC.	OTHER: INSOLVENCY ASSESSMENTS COLLECTED FROM SELF-INSURED EMPLOYERS AND ASSOCIATIONS	\$49,999	
		Contract Description: This is a new contract which provides administration of claims when a self-insured employer or association of self-insured employers becomes insolvent. In addition, it consolidates administrative activity and avoids duplication of expenses incurred by eliminating the use of multiple Third Party Administrators. Term of Contract: 01/01/2017 - 12/31/2019 Contract # 18367				
21.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	BISHOP CONTRACTING, INC.	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$20,000	
		Contract Description: This is the first amendment to the original contract to provide maintenance and service of air-conditioning units at all existing Business Enterprises of Nevada (BEN) locations in Southern Nevada including the three sites at the Hoover Dam. This amendment extends the termination date from 06/30/2017 to 05/31/2018 and increases the maximum amount of the contract from \$25,000 to \$45,000. Term of Contract: 06/03/2014 - 05/31/2018 Contract # 15677				

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	FRONTIER COMMUNITY ACTION AGENCY	FEES: DISPLACED HOMEMAKER	\$34,554	
Contract Description:		This is a new contract which provides education and counseling for displaced homemakers to enable them to obtain and retain employment within the areas of Humboldt, Lander, Eureka, White Pine and Elko counties.				
		Term of Contract:	02/10/2017 - 06/30/2019	Contract # 18395		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	(\$10,131)	
	Contract Description:	This is the second amendment to the original interlocal agreement to provide ongoing employment and training services to Dislocated Workers in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A2: Title IB-Expenditure Plan and Line Item Budget.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17841		
24.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	(\$25,974)	Exempt
	Contract Description:	This is the second amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A.2: Title IB-Expenditure Plan and Line Item Budget.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17846		
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	(\$26,118)	
	Contract Description:	This is the second amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A2: Title IB-Expenditure Plan and Line Item Budget.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17888		
26.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WILLIAM BURRIS	FEDERAL: TRADE ADJUSTMENT ASSISTANCE	\$28,828	
	Contract Description:	This is a new contract to provide analysis and review of the Resource Justification Model for the Unemployment Insurance program in Nevada.				
		Term of Contract:	01/31/2017 - 06/30/2017	Contract # 18385		



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES ALL BUDGET ACCOUNTS	FAAD JANITORIAL, INC.	GENERAL 1.9% OTHER: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.1% FEDERAL 69%	\$15,903	
	Contract Description:	This is the first amendment to the original contract to provide janitorial services at 420 Galletti Way facility. This amendment extends the termination date from February 28, 2017 to February 28, 2019 and increases the maximum amount from \$15,902.64 to \$31,803.28 due to the increased need for these services.				
	Term of Contract:	03/01/2015 - 02/28/2019	Contract # 16359			
28.	BO29	LICENSING BOARDS AND COMMISSIONS – SOCIAL WORKERS	PAULA BERKLEY AND ASSOCIATES	FEE: LICENSING	\$34,000	
	Contract Description:	This is a new contract to provide lobbyist services for the 2017 Legislative session.				
	Term of Contract:	11/01/2016 - 06/30/2017	Contract # 18392			

**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: **18416**

Agency Name: <b>STATE ENERGY OFFICE</b>	Legal Entity Name: <b>The Board of Regents - Desert Research Institute</b>
Agency Code: <b>011</b>	Contractor Name: <b>The Board of Regents - Desert Research Institute</b>
Appropriation Unit: <b>4868-18</b>	Address: <b>2215 RAGGIO PARKWAY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89512-1095</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/673-7300</b>
	Vendor No.: <b>T29034539</b>
	NV Business ID: <b>NV20161295653</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % USDA REAP GRANT</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **1 year and 141 days**

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

Contract description: **Technical Assistance**

5. Purpose of contract:

**This is a new interlocal agreement to provide technical assistance at Governor's Office of Energy workshops, events or seminars that benefit potential business owners and agricultural producers in the targeted areas of Elko, Nye, Lyon and Churchill Counties.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,000.00**

Other basis for payment: As incurred, but no more than once per quarter.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

GOE received a grant from the USDA to provide technical assistance to rural small businesses and agricultural producers. This contract allows the office to provide the assistance required under the grant by utilizing the expertise of the Desert Research Institute.

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

GOE does not have someone on staff with all of the expertise needed.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Governmental Entity - Intrastate Contract - There is no indirect cost 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:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/30/2017 15:04:13 PM
Division Approval	csweeney	01/30/2017 15:04:18 PM
Department Approval	csweeney	01/30/2017 15:04:21 PM
Contract Manager Approval	csweeney	01/30/2017 15:04:24 PM
Budget Analyst Approval	hfield	02/08/2017 11:44:05 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>17968</b>	Amendment Number: <b>1</b>
Agency Name: <b>OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY</b>	Legal Entity Name: <b>ESTIPONA GROUP</b>
Agency Code: <b>014</b>	Contractor Name: <b>ESTIPONA GROUP</b>
Appropriation Unit: <b>1003-10</b>	Address: <b>PO BOX 10606</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89510</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-786-4445</b>
	Vendor No.: <b>T29035435</b>
	NV Business ID: <b>NV19951042070</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % USA Funds Fellow Program &amp; Intrastate Interlocal with NDE</b>

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 **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**  
 Contract term: **1 year and 364 days**

4. Type of contract: **Contract**  
 Contract description: **Website Design**

5. Purpose of contract:  
**This is the first amendment to the original new contract to provide website design, brand and logo development of an advertising campaign for science, technology, engineering and math programs, including careers and education. This amendment increases the maximum amount from \$13,045 to \$49,999 to provide additional work to better match students to potential jobs, create a teachers forum and create a section on job opportunities.**

#### 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$13,045.00	\$13,045.00	\$13,045.00	Yes - Info
2. Amount of current amendment (#1):	\$36,954.00	\$36,954.00	\$49,999.00	Yes - Info
3. New maximum contract amount:	\$49,999.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
 Nevada faces a serious skills shortage in science, technology, engineering and math. This website will be professionally marketed to youth with targeted advertisements on social media as well as marketed more traditionally at school and in other ways targeting parents, teachers, counselors and others.

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

The state lacks the technical expertise in web development and programming, logo/brand development, and advertising to build the website as envisioned. Further, the marketing initiative begins in August 2016 and the state lacks the capacity to build the website before that date.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This company fits the states needs.

d. Last bid date: 05/01/2016 Anticipated re-bid date: 04/30/2017

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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)? Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/19/2017 13:56:54 PM
Division Approval	csweeney	01/19/2017 13:56:58 PM
Department Approval	csweeney	01/19/2017 13:57:01 PM
Contract Manager Approval	ssands	01/19/2017 13:58:02 PM
DoIT Approval	rkeith	01/24/2017 07:19:42 AM
Budget Analyst Approval	sbrown	01/24/2017 09:48:18 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: **18386**

Agency Name:	<b>TREASURER - TREASURER'S OFFICE</b>	Legal Entity Name:	Ascensus College Savings Recordkeeping
Agency Code:	<b>050</b>	Contractor Name:	<b>Ascensus College Savings Recordkeeping</b>
Appropriation Unit:	<b>1080-00</b>	Address:	<b>95 WELLS AVE STE 160</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>NEWTON, MA 02459</b>
If "No" please explain: There are no expenditures associated with this contract; this contract has potential revenue of \$25,000.00 over a five year period.		Contact/Phone:	617/545-6683
		Vendor No.:	PENDING
		NV Business ID:	NV20171039294

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/26/2017**  
 Anticipated BOE meeting date 01/2017

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **01/26/2022**  
 Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**  
 Contract description: **ABLE**

5. Purpose of contract:

**This is a new revenue contract to implement the Nevada ABLE program. In December 2014 the Achieving a Better Life Experience (ABLE) Act was passed by Congress. In 2015 the Nevada Legislature passed SB 419 authorizing the Treasurer's Office to implement the Nevada ABLE program. This program provides eligible Nevada individuals with disabilities a tax advantaged way to save and accumulate assets exempt from the means-tested Medicaid or Supplemental Security Income programs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**  
 Other basis for payment: Revenue contract only

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new revenue contract to implement the Nevada ABLE program. On December 19, 2014, the Achieving a Better Life Experience (ABLE) Act was passed in the U.S. Senate after also passing in the House earlier in December. In 2015, the Nevada Legislature passed SB 419 authorizing the Treasurer's Office to implement the Nevada ABLE program. This program provides eligible Nevada individuals with disabilities a tax advantaged way to save and accumulate assets exempt from the means-tested Medicaid or Supplemental Security Income programs.

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

State employees or agencies do not have the expertise or infrastructure necessary to complete this required 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):

Optum  
Xerox  
BNY Mellon  
Ascensus College Saving  
PNC

b. Solicitation Waiver: **Not Applicable**

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

National ABL Alliance chose this vendor for its experience with similar engagements, willingness to have a banking product, and the lowest cost for participants.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	01/20/2017 15:45:32 PM
Division Approval	alaw1	01/20/2017 15:45:34 PM
Department Approval	alaw1	01/20/2017 15:45:37 PM
Contract Manager Approval	yli00	01/20/2017 15:46:12 PM
Budget Analyst Approval	lfree1	01/27/2017 13:11:15 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: **18418**

Agency Name:	<b>ADMIN - DIVISION OF HUMAN RESOURCE MANAGEMENT</b>	Legal Entity Name:	<b>BOARD OF REGENTS -UNLV</b>
Agency Code:	<b>070</b>	Contractor Name:	<b>BOARD OF REGENTS -UNLV</b>
Appropriation Unit:	<b>1363-09</b>	Address:	<b>4505 Maryland Parkway, Box 454</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89154-4030</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>702-895-5120</b>
		Vendor No.:	<b>D35000813</b>
		NV Business ID:	<b>UNLV CONTROLLERS OFFICE</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % CPM Assessment</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2018**

Contract term: **364 days**

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

Contract description: **UNLV DR STREAM**

5. Purpose of contract:

**This is a new interlocal agreement to provide services from the School of Public Policy and Leadership that would serve as Capstone Project Evaluators for the Nevada Certified Public Managers (NVCPM) Program. Dr. Christopher Stream, PhD. is the educator**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,020.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

National program certification requirements for the NVCPM Program requires participants to complete an end of program project and final report. Given the duration (10 months) and complexity of the project requirement, participants need assistance from a knowledgeable, objective expert who can advise them as they plan and implement their projects.

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

The state employees priorities must be on administering the current program, and on planning and curriculum development for the next class to start.

9. Were quotes or proposals solicited? **Yes**

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

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



b. Solicitation Waiver: **Not Applicable**

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

Has recognized expertise in this area.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	01/31/2017 10:04:08 AM
Division Approval	csweeney	01/31/2017 10:04:11 AM
Department Approval	csweeney	01/31/2017 10:04:14 AM
Contract Manager Approval	ssands	01/31/2017 10:05:43 AM
Budget Analyst Approval	myoun3	02/23/2017 12:02:05 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: **14137** Amendment Number: **1**  
 Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **BRIGGS ELECTRIC, INC.**  
 Agency Code: **082** Contractor Name: **BRIGGS ELECTRIC, INC.**  
 Appropriation Unit: **1349-12** Address: **5111 CONVAIR DR**  
 Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89706**  
 If "No" please explain: **Not Applicable** Contact/Phone: **KENNY MCNUTT 775-887-9901**  
 Vendor No.: **T81091747A**  
 NV Business ID: **NV19961075756**  
 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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Building &amp; Grounds bulding rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2013**  
 Anticipated BOE meeting date **03/2017**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2017**  
 Contract term: **3 years and 322 days**

4. Type of contract: **Contract**  
 Contract description: **Electrical Services**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides ongoing electrical services to state-owned facilities in the northern Nevada area. This amendment increases the contract maximum amount from \$20,000 to \$35,000 due to the increased need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
2. Amount of current amendment (#1):	\$15,000.00	\$15,000.00	\$35,000.00	Yes - Info
3. New maximum contract amount:	\$35,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**Electrical services in State buildings are necessary for safety and for functioning of the building.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Lack of manpower and expertise.**

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This contractor is one of multiple contractors on file for this service per SAM 0338.0. Each contractor will have the opportunity to bid on the available jobs.

d. Last bid date: 12/01/2012      Anticipated re-bid date: 12/01/2016

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:

2011-2013, Buildings and Grounds, Service Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

**No**      If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	csweeney	01/23/2017 09:53:58 AM
Division Approval	csweeney	01/23/2017 09:54:04 AM
Department Approval	csweeney	01/23/2017 09:54:16 AM
Contract Manager Approval	csweeney	01/23/2017 09:55:44 AM
Budget Analyst Approval	jrodrig9	01/23/2017 16:24:50 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: **18442**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>HARMONY FIRE PROTECTION, INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>HARMONY FIRE PROTECTION, INC.</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>3805 ROCKBOTTOM ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89030</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-737-8331</b>
	Vendor No.: <b>T81200137</b>
	NV Business ID: <b>NV19961235008</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2021</b>

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD 2420125**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Fire Protection**

5. Purpose of contract:

**This is a new contract that continues ongoing services for repair, maintenance, or replacement of fire sprinkler systems and components at various state owned building in the Las Vegas metropolitan area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Payment for services will be made at the rate of \$0.00 per Hour

Other basis for payment: Labor hourly rate: \$100.00 per hour; labor overtime rate: \$150.00 per hour; Labor weekend & holiday rate: \$200.00 per hour; business hours 6am to 3pm M-F; overtime starts at 3 pm; material mark-up is 20% over cost; coverage area is: Las Vegas, Pahrump, Laughlin, Boulder City.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The states fire sprinkler system must be maintained and kept in working order.**

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

**The work is beyond the expertise, certification and equipment that Buildings and Grounds has.**

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):

Siemens  
Simplex Grinnell  
Harmony Fire Protection

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for the fire sprinkler maintenance on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 01/23/2017 Anticipated re-bid date: 01/23/2021

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 to current, 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	csweeney	02/14/2017 12:46:03 PM
Division Approval	csweeney	02/14/2017 12:46:07 PM
Department Approval	csweeney	02/14/2017 12:46:13 PM
Contract Manager Approval	ssands	02/14/2017 12:48:22 PM
Budget Analyst Approval	jrodrig9	02/16/2017 21:04:19 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: **18060**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>Jensen Hughes</b>
Agency Code: <b>082</b>	Contractor Name: <b>Jensen Hughes</b>
Appropriation Unit: <b>1510-65</b>	Address: <b>376 East Warm Springs Rd.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89118</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-699-5391</b>
	Vendor No.:
	NV Business ID: <b>NV20051813793</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>1.00 %</b>	Fees	<b>0.00 %</b>
Federal Funds	<b>0.00 %</b>	<input checked="" type="checkbox"/> Bonds	<b>49.00 %</b>
Highway Funds	<b>0.00 %</b>	<input checked="" type="checkbox"/> Other funding	<b>50.00 % University System Receipts</b>

Agency Reference #: **110508**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/23/2017**  
Anticipated BOE meeting date **10/2016**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**  
Contract term: **2 years and 157 days**

4. Type of contract: **Contract**  
Contract description: **Misc Serv Agr**

5. Purpose of contract:

**This is a new contract to provide professional miscellaneous services for the Hotel College Academic Building at the University of Las Vegas: CIP Prorect No. 15-C78; SPWD Contract No. 110508.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,000.00**  
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. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/16/2016 13:57:10 PM
Division Approval	dgrimm	08/16/2016 13:57:15 PM
Department Approval	dgrimm	08/16/2016 13:57:18 PM
Contract Manager Approval	dgrimm	08/16/2016 16:10:17 PM
Budget Analyst Approval	jrodrig9	01/23/2017 17:24:15 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: **18270**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>INSPECTION REPORTS ONLINE.NET</b>
Agency Code: <b>082</b>	Contractor Name: <b>INSPECTION REPORTS ONLINE.NET</b>
Appropriation Unit: <b>1562-26</b>	Address: <b>1097 POPLAR PL. SUITE 5</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH AUROA, IL 60504</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>331-454-7800</b>
	Vendor No.: <b>T27039904</b>
	NV Business ID: <b>NV20161241265</b>

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/23/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/01/2018**

Contract term: **1 year and 312 days**

4. Type of contract: **Contract**

Contract description: **Reports software**

5. Purpose of contract:

**This is a new contract to provide access and associated support services for a web based Inspection Report Management Software System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,897.00**

Other basis for payment: thirty (30) days from the receipt of an itemized invoice and upon inspection and approval of the completed work by a Deputy Administrator of Code Enforcement.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**IROL is a web-based inspection report management software system that will streamline the form review and in-house inspection processes. All of which will improve productivity, communication and compliance, all will benefit the agency and the State.**

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

**IROL is a third party reporting service for creating, managing, sharing inspection reports online.**

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):



Accele  
Inspection reports online  
Govpilot

b. Solicitation Waiver: **Not Applicable**

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

IROL was the most cost effective and accommodating to the needs of the agency.

d. Last bid date: 04/01/2016 Anticipated re-bid date: 02/01/2018

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	01/13/2017 12:36:04 PM
Division Approval	ssands	01/13/2017 12:36:09 PM
Department Approval	ssands	01/13/2017 12:36:12 PM
Contract Manager Approval	ssands	01/13/2017 12:36:15 PM
DoIT Approval	rkeith	01/18/2017 13:30:57 PM
Budget Analyst Approval	jrodrig9	01/21/2017 16:12:25 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: **14696** Amendment Number: **2**

Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT** Legal Entity Name: **Highway 95 Regional Development Authority**

Agency Code: **102** Contractor Name: **Highway 95 Regional Development Authority**

Appropriation Unit: **1526-15** Address: **55 W Williams Ave**

Is budget authority available?: **Yes** City/State/Zip: **Fallon, NV 89406**

If "No" please explain: **Not Applicable** Contact/Phone: **Ken Tedford 775-423-0167**

Vendor No.: **T40266600**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2013**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **3 years and 322 days**

4. Type of contract: **Contract**

Contract description: **Economic Development**

5. Purpose of contract:

**This is the second amendment to the original contract to provide funding for regional economic development authorities to aid, promote, and encourage the economic development of Nevada. This amendment increases the contract maximum from \$460,000 to \$475,000 and amends the scope to include representation of Churchill County in the HWY 95 Regional Development Authority through the end of the contract period.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$230,000.00	\$230,000.00	\$230,000.00	Yes - Action
a. Amendment 1:	\$230,000.00	\$460,000.00	\$460,000.00	Yes - Action
2. Amount of current amendment (#2):	\$15,000.00	\$15,000.00	\$15,000.00	Yes - Info
3. New maximum contract amount:	\$475,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**Statutory mandate to diversify Nevada's economy.**

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

Not feasible.

- 9. Were quotes or proposals solicited? Yes
- Was the solicitation (RFP) done by the Purchasing Division? No

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

\_\_\_\_\_

b. Solicitation Waiver: **Not Applicable**

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

Vendor's proposal was the only proposal that was responsive to RFP 13-03

d. Last bid date: 05/01/2013      Anticipated re-bid date: 04/01/2015

- 10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No**      If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

Yes      If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current provider; satisfactory work.

- 13. Is the contractor currently involved in litigation with the State of Nevada?

No      If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is 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	swoodbur	02/01/2017 14:26:48 PM
Division Approval	swoodbur	02/01/2017 14:26:51 PM
Department Approval	bvale1	02/01/2017 14:42:03 PM
Contract Manager Approval	swoodbur	02/01/2017 14:46:16 PM
Budget Analyst Approval	lfree1	02/06/2017 10:21:39 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: **18321**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>Center for Assessment</b>
Agency Code: <b>300</b>	Contractor Name: <b>Center for Assessment</b>
Appropriation Unit: <b>2697-45</b>	Address: <b>31 Mount Venon Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Dover, NH 03820</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Scott Marion 603-516-7900</b>
	Vendor No.: <b>T29033730</b>
	NV Business ID: <b>NV20131567056</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/22/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **1 year and 127 days**

4. Type of contract: **Contract**

Contract description: **Standards Setting**

5. Purpose of contract:

**This is a new contract to set standards on the Nevada School Performance Framework. This work will result in a collaborative, facilitated and agreed upon set of standards for the purpose of rating Nevada public and charter schools.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: upon receipt of detailed invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada Department of Education (NDE) seeks to improve the Nevada School Performance Framework (FSPF) by contracting with a consultant to validate the appropriateness of the Star System and the Indicators that contribute to it. In order to accomplish this, NDE would like to contract with the National Center for the Improvement of Educational Assessment, Inc. a 501 (c) (3) not-for-profit corporation who specializes in this work.

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

The NDE does not have the staff or expertise, and due to the specific nature of this timeframe required to complete the validation, and the due diligence that NDE has done to find competitive bidders for this project, it is in the Department's best interest to request the Center for Assessment to perform the Accountability Standards Setting for validation.

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):

Foundation for Educational Excellence  
Center for Assessment

b. Solicitation Waiver: **Not Applicable**

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

The NDE is looking to validate that the data used for their state's existing model for school accountability supports the outcome and school rating system. While there may be some independent consultants who do parts of this type of work (e.g. Foundation for Educational Excellence) we know of no other organizations that do general consulting on design and technical validation of accountability systems to meet a state's policy vision. Our contacts within the industry know of no other entities that do this work either.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Department of Education, Office of Assessment, Data and Accountability Management - The work was satisfactory CETS #15071 11/6/13-7/31/14; #16223 12/17/14-9/30/15; #16159 11/12/14-6/30/15

13. Is the contractor currently involved in litigation with the State 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	vostin	01/27/2017 14:08:33 PM
Division Approval	vostin	01/27/2017 14:08:37 PM
Department Approval	amccalla	01/31/2017 07:15:54 AM
Contract Manager Approval	ablackwe	01/31/2017 07:37:18 AM
Budget Analyst Approval	knielsen	02/22/2017 11:37:34 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: **18414**

Agency Name: <b>DTCA - MUSEUMS AND HISTORY DIVISION</b>	Legal Entity Name: <b>PKD GROUP INC</b>
Agency Code: <b>331</b>	Contractor Name: <b>PKD GROUP INC</b>
Appropriation Unit: <b>4216-20</b>	Address: <b>SYSTEM4 OF RENO 5470 KIETZKE LN STE 330</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89511-3023</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Deborah Kubec 775/530-1843</b>
	Vendor No.: <b>T27040133 A</b>
	NV Business ID: <b>NV20121071461</b>

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 %	<b>X Other funding</b>	<b>100.00 % Property and Contents Insurance</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/06/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **143 days**

4. Type of contract: **Contract**

Contract description: **JIC Flood Clean up**

5. Purpose of contract:

**This is a new contract to provide deep cleaning services in all areas of the Jacobsen Interpretive Center affected by the flood.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,121.00**

Payment for services will be made at the rate of \$13,121.00 per null

Other basis for payment: Upon satisfactory completion of service

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada State Railroad Museum experienced extensive flooding during the January 2017 event. Water intrusion into the Jacobsen Interpretive Center required introduction of dehydration machines and air movement. Further, mud was brought into the facility by foot traffic. Dehydration machines introduced/ caused existing particulates to become airborne and settled on all vertical surfaces. Water intrusion caused mud to appear in ballast and on rails in the exhibit area.

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

State employees of this agency do not have the necessary skills, knowledge or tools required for the level of service this vendor has been contracted for.

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):

ServePro  
Advance Installations  
Belfour  
PDK Group Inc DBA System4 of Reno

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on expertise and cost proposal.

d. Last bid date: 01/24/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cedlefse	01/31/2017 07:09:28 AM
Division Approval	cedlefse	01/31/2017 07:09:32 AM
Department Approval	dpeters3	02/01/2017 11:45:03 AM
Contract Manager Approval	cedlefse	02/01/2017 11:45:32 AM
Budget Analyst Approval	myoun3	02/01/2017 13:38:38 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: **18161** Amendment Number: **1**  
 Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **Debra Scott, MSN, RN, FRE**  
 Agency Code: **406** Contractor Name: **Debra Scott, MSN, RN, FRE**  
 Appropriation Unit: **3218-09** Address: **5640 Rivers Edge Drive**  
 Is budget authority available?: **Yes** City/State/Zip: **Fallon, NV 89406**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Debra Scott 775-217-0739**  
 Vendor No.: **T27039944**  
 NV Business ID: **NV20161252432**

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 %
<b>X</b> Federal Funds	<b>35.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>65.00 % 3601 Fees</b>

Agency Reference #: **C 15795**

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 **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2017**

Contract term: **1 year and 30 days**

4. Type of contract: **Contract**

Contract description: **Health Outreach**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides outreach to professional licensing boards, as available, and associations for expanded data collection and increased utilization of online provider surveys to improve the health professional licensure application process. This amendment extends the termination date from March 31, 2017 to October 31, 2017 and increases the maximum amount from \$5,047 to \$14,300 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:	\$5,047.00	\$5,047.00	\$5,047.00	No
2. Amount of current amendment (#1):	\$9,253.00	\$14,300.00	\$14,300.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$14,300.00 10/31/2017			

#### II. JUSTIFICATION



7. What conditions require that this work be done?

The agency encounters multiple challenges with licensing boards on timely processing, data collection, standards and transparency.

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

State employees do not possess the skills or experience to accomplish this task.

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):

Debra Scott  
Denise Quirk  
Diane Allen

b. Solicitation Waiver: **Not Applicable**

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

Debra Scott was selected based on her experience and the lack of other received quotes.

d. Last bid date: 09/26/2016 Anticipated re-bid date: 09/01/2017

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	rmorse	01/12/2017 10:02:04 AM
Division Approval	rmorse	01/12/2017 10:02:07 AM
Department Approval	jkolenut	02/06/2017 16:42:05 PM
Contract Manager Approval	rmorse	02/07/2017 15:32:11 PM
Budget Analyst Approval	drey nol2	02/09/2017 11:31:55 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: **18432**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>FOOTHILL ELECTRIC CO, INC.</b>
Agency Code: <b>431</b>	Contractor Name: <b>FOOTHILL ELECTRIC CO, INC.</b>
Appropriation Unit: <b>3650-10</b>	Address: <b>PO BOX 4603</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89702-4603</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Terry Roberts 775-887-1097</b>
	Vendor No.: <b>T27013314</b>
	NV Business ID: <b>NV20001464202</b>

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/30/2017**

Contract term: **45 days**

4. Type of contract: **Contract**

Contract description: **Surge Protection**

5. Purpose of contract:

**This is a new contract to install surge protection to protect equipment at the Office of the Military's 5th Street Ammo Bunker Complex in Carson City.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,600.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Office of the Military has various buildings that require uninterrupted power supply services.**

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 necessary credentials or expertise to perform these services.**

9. Were quotes or proposals solicited? **Yes**

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

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

**Nelson Electric  
Briggs Electric**

b. Solicitation Waiver: **Not Applicable**

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

**The vendor was chosen because the cost was most economical and the vendor responded timely.**

d. Last bid date: 10/11/2016 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctyle1	02/07/2017 12:19:05 PM
Division Approval	ctyle1	02/07/2017 12:19:07 PM
Department Approval	ctyle1	02/07/2017 12:19:10 PM
Contract Manager Approval	twollan1	02/07/2017 13:25:20 PM
Budget Analyst Approval	jrodrig9	02/12/2017 20:08:18 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: **18427**

Agency Name: **PUBLIC UTILITIES COMMISSION**  
 Agency Code: **580**  
 Appropriation Unit: **3920-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **Elite Media, Inc.**  
 Contractor Name: **Elite Media, Inc.**  
 Address: **145 Brightmoor Ct**  
 City/State/Zip: **Henderson, NV 89074**  
 Contact/Phone: **Jennifer Grant 702-492-0654**  
 Vendor No.: **T27035579**  
 NV Business ID: **NV20031523731**

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

Agency Reference #: **Informal Solicitation #LV2017**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/15/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **04/30/2017**

Contract term: **46 days**

4. Type of contract: **Contract**

Contract description: **Las Vegas Billboards**

5. Purpose of contract:

**This is a new contract that continues ongoing billboard services in the Las Vegas area to promote the 811 Call Before You Dig phone number during the month of April 2017, which is National Safe Digging Month.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,500.00**

Other basis for payment: **Payment will be made after the billboard campaign concludes.**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Commission applied for the 2016 State Damage Prevention Grant and was awarded the funds. Part of the funds are designated for use in conducting an 811 educational billboard campaign in Nevada's population centers during the month of April 2017, which is National Safe Digging Month to enhance excavator and homeowner knowledge of 811 and underground damage prevention.

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

State does not have billboard space and employees do not have the technical expertise for installation.

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):

Clear Channel  
Reagan Outdoor  
Lamar Advertising

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to the Informal Solicitation, and in accordance with NRS 333, the select vendor was the lowest costing vendor with a complete Informal Solicitation packet.

d. Last bid date: 11/17/2016 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:

Public Utilities Commission - April 2016. The services were performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nshafer	02/03/2017 16:41:09 PM
Division Approval	nshafer	02/03/2017 16:41:11 PM
Department Approval	bpotte1	02/06/2017 15:56:35 PM
Contract Manager Approval	nshafer	02/06/2017 15:56:47 PM
Budget Analyst Approval	myoun3	02/08/2017 09:45:06 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: **14096** Amendment Number: **2**  
 Agency Name: **DPS-FIRE MARSHAL** Legal Entity Name: **IDSI INTERNATIONAL, INC.**  
 Agency Code: **656** Contractor Name: **IDSI INTERNATIONAL, INC.**  
 Appropriation Unit: **4729-26** Address: **2125 CENTER AVE SUITE 500**  
 Is budget authority available?: **Yes** City/State/Zip: **FORT LEE, NJ 07024**  
 If "No" please explain: **Not Applicable** Contact/Phone: **201-302-9494**  
 Vendor No.: **T29009655**  
 NV Business ID: **NV20131135239**

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 %	<input checked="" type="checkbox"/>	Fees	60.00 %	<b>Hazmat Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
<input checked="" type="checkbox"/> Highway Funds	40.00 %		Other funding	0.00 %	

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/09/2013**  
 Anticipated BOE meeting date **03/2017**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/02/2018**  
 Contract term: **4 years and 328 days**

4. Type of contract: **Contract**  
 Contract description: **Software support**

5. Purpose of contract:  
**This is the second amendment to the original contract which provides ongoing software support and maintenance of the Nevada Online Hazardous Materials Reporting System used by the Department of Public Safety. This amendment increases the maximum amount from \$185,400 to \$211,300 for annual hosting test and production services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$179,400.00	\$179,400.00	\$179,400.00	Yes - Action
a. Amendment 1:	\$6,000.00	\$185,400.00	\$185,400.00	No
2. Amount of current amendment (#2):	\$25,900.00	\$31,900.00	\$31,900.00	Yes - Info
3. New maximum contract amount:	\$211,300.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Federal Emergency Preparedness and Community Right-to-Know Act requires facilities to report extremely hazardous materials to the SERC and NRS requires payment of permit and storage fees. This is done through the Nevada Online Hazardous Materials Reporting System maintained by SERC. This contract provides for ongoing support of this automated system as well as an upgrade to the ASP.NET framework necessary to keep the database functional beyond the end of useful life of the current platform.

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

This database is a customized, off-the-shelf solution trademarked by this vendor. For this reason, only the vendor can provide the ASP.NET conversion and ongoing support.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS.332.195 allows for the State of NV to use a certain vendor when other local governments are also using the same vendor for a specific purpose. In consulting with our DAGS we feel a joinder is more appropriate than a sole source. We have permission from IDSI and another local government to exercise this provision.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was previously under contract with SERC since 2006. 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	dmunns	01/18/2017 08:53:37 AM
Division Approval	mcar2	01/18/2017 13:15:17 PM
Department Approval	mcar2	01/18/2017 13:15:19 PM
Contract Manager Approval	kdefe1	01/18/2017 14:04:14 PM

DoIT Approval  
Budget Analyst Approval

rkeith  
jrodrig9

01/18/2017 14:44:18 PM  
01/21/2017 12:37:41 PM



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18396**

Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: <b>QUALITY TRI COUNTY JANITORIAL</b>
Agency Code: <b>702</b>	Contractor Name: <b>QUALITY TRI COUNTY JANITORIAL</b>
Appropriation Unit: <b>4461-10</b>	Address: <b>PO BOX 3084</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>WINNEMUCCA, NV 89446-3084</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/623-2863</b>
	Vendor No.: <b>T29001976A</b>
	NV Business ID: <b>NV20041444254</b>

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

Agency Reference #: **17-46**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/27/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2019**

Contract term: **2 years and 4 days**

4. Type of contract: **Contract**

Contract description: **Winn Janitorial**

5. Purpose of contract:

**This is a new contract to provide monthly janitorial services to the regional office located in Winnemucca.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,128.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The regional office in Winnemucca requires janitorial services.**

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

**The regional office does not have the proper supplies or 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):

**G3 Janitorial  
Quality Tri-County Janitorial  
Betteridge Janitorial**

b. Solicitation Waiver: **Not Applicable**

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

The vendor was the only one to respond.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with the Department of Public Safety in Winnemucca and has 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: 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	dwendell	01/20/2017 13:16:09 PM
Division Approval	Igleason	01/20/2017 14:27:38 PM
Department Approval	dwendell	01/26/2017 12:42:02 PM
Contract Manager Approval	dwendell	01/26/2017 12:42:05 PM
Budget Analyst Approval	cpalme2	01/27/2017 13:36:11 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18399**

Agency Name: **DCNR - PARKS DIVISION**  
 Agency Code: **704**  
 Appropriation Unit: **4605-06**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **West Coast Concrete Inc**  
 Contractor Name: **West Coast Concrete Inc**  
 Address: **3904 Raymert Drive**  
 City/State/Zip: **Las Vegas , NV 89121**  
 Contact/Phone: **Brenda Smith 702-898-1884**  
 Vendor No.:  
 NV Business ID: **NV20021409858**

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/23/2017**  
 Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **05/25/2017**  
 Contract term: **121 days**

4. Type of contract: **Contract**  
 Contract description: **HVAC Duct work**

5. Purpose of contract:  
**This is a new contract to replace collapsible duct sox with traditional spiral ductwork throughout the visitor center at the Old Las Vegas Mormon Fort State Historical Park.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$23,814.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**The existing collapsible duct work inside the Old Las Vegas Mormon Fort State Historical Park visitors center is loud and inefficient. Replacing the duct work with traditional stainless steel will eliminate the noise associated with the existing system and be energy efficient to operate.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**State Parks does not have the staff, expertise or specialized equipment.**

9. Were quotes or proposals solicited? **No**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):  
**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?  
**Only two companies responded and West Coast was the lowest bidder.**

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	01/23/2017 10:03:39 AM
Division Approval	sdecrona	01/23/2017 10:03:42 AM
Department Approval	sdecrona	01/23/2017 10:03:45 AM
Contract Manager Approval	sdecrona	01/23/2017 10:10:23 AM
Budget Analyst Approval	cpalme2	01/23/2017 16:31:10 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18410**

Agency Name: <b>DCNR - FORESTRY DIVISION</b>	Legal Entity Name: <b>Ruby MT HVAC &amp; Refrigeration</b>
Agency Code: <b>706</b>	Contractor Name: <b>Ruby MT HVAC &amp; Refrigeration</b>
Appropriation Unit: <b>4195-07</b>	Address: <b>2255 Last Chance Road, Unit A</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Elko, NV 89801-8836</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/738-9375</b>
	Vendor No.: <b>T32002958</b>
	NV Business ID: <b>NV20111013678</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2021</b>

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

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	<b>0.00 %</b>
Federal Funds	<b>0.00 %</b>	Bonds	<b>0.00 %</b>
Highway Funds	<b>0.00 %</b>	Other funding	<b>0.00 %</b>

Agency Reference #: **NDF17-016**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/02/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2020**

Contract term: **3 years and 333 days**

4. Type of contract: **Contract**

Contract description: **HVAC Service**

5. Purpose of contract:

**This is a new contract to provide preventative maintenance and repairs to the heating, ventilation and air conditioning (HVAC) system at the division's Elko Interagency Dispatch Center, Northern Region office and mechanics' shop.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,800.00**

Payment for services will be made at the rate of \$800.00 per quarterly for planned maintenance service;

Other basis for payment: Emergency and non-emergency repairs-\$85/hour during normal business hours; \$127.50/hour for after hours; parts and materials markup not to exceed 20%.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Regular maintenance and/or repair of the HVAC system at the Northern Region office/shop and Elko Interagency Dispatch Center is required to keep the system in working order and prevent system failure. System failure at the dispatch center could cause the center to overheat resulting in the potential for dispatch emergency equipment failure.**

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

**The maintenance/repair of the system requires a certified professional with specialized knowledge and skills that state employees do not have.**

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):

Plumb Line Mechanical, Inc.  
Snyder Mechanical  
Ruby Mountain HVAC & Refrigeration

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen as the best value for the division and state. The vendor has been under previous contract with the division and has performed satisfactorily.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division of Forestry had a previous contract with the contractor in SFY16. Their service was 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:

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	jkidd	01/26/2017 15:33:12 PM
Division Approval	dprather	01/30/2017 07:25:52 AM
Department Approval	dprather	01/30/2017 07:25:56 AM
Contract Manager Approval	ldunn	01/31/2017 11:27:21 AM
Budget Analyst Approval	hfield	02/02/2017 15:25:10 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18360**

Agency Name: <b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name: <b>NEVADA OUTDOOR SCHOOL</b>
Agency Code: <b>709</b>	Contractor Name: <b>NEVADA OUTDOOR SCHOOL</b>
Appropriation Unit: <b>3193-09</b>	Address: <b>655 ANDERSON STREET</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>WINNEMUCCA, NV 89445-3657</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/623-5656</b>
	Vendor No.: <b>T29006496</b>
	NV Business ID: <b>NV20031382432</b>

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

Agency Reference #: **DEP 17-019**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/03/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2017**

Contract term: **331 days**

4. Type of contract: **Contract**

Contract description: **Watershed Education**

5. Purpose of contract:

**This is a new contract to provide students and educators with educational outreach to better understand local watershed and non-point source pollution.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,850.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The U.S. Environmental Protection Agency provides federal Clean Water Act Section 319 funds to the State of Nevada, Division of Environmental Protection for the specific purpose of addressing nonpoint source pollution through watershed restoration and environmental education projects.

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

The Nevada Division of Environmental Protection, Nonpoint Source Pollution Management Program issues an annual request for proposals (RFP) for the distribution of federal Clean Water Act Section 319 funds for the implementation of environmental restoration and education projects to control nonpoint source pollution. The local match funds generated through the projects fulfill the State's non-federal match obligation for the federal funds.

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):

Sierra Nevada Journeys  
Carson Water Subconservancy District  
Girl Scouts of Southern Nevada

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen by the RFP evaluation committee based on the scores of the selection criteria.

d. Last bid date: 07/25/2016 Anticipated re-bid date: 07/25/2017

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:

2013 to Present, Division of Environmental Protection, Bureau of Water Quality Planning. 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:

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	randrews	01/18/2017 13:02:29 PM
Division Approval	pcomba	02/01/2017 13:54:28 PM
Department Approval	pcomba	02/01/2017 13:54:34 PM
Contract Manager Approval	mhilk1	02/02/2017 07:19:48 AM
Budget Analyst Approval	hfield	02/03/2017 09:10:26 AM



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18367**

Agency Name: <b>B&amp;I - INSURANCE DIVISION</b>	Legal Entity Name: <b>NEVADA ALTERNATIVE SOLUTIONS</b>
Agency Code: <b>741</b>	Contractor Name: <b>NEVADA ALTERNATIVE SOLUTIONS</b>
Appropriation Unit: <b>3802-10</b>	Address: <b>INC</b>
Is budget authority available?: <b>Yes</b>	<b>1800 Paseo Overlook Ct</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>LAS VEGAS, NV 89128</b>
	Contact/Phone: <b>Charles R. Nort 702/796-1333</b>
	Vendor No.: <b>T81042202A</b>
	NV Business ID: <b>NV19931097191</b>

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 %	<b>X Other funding</b>	<b>100.00 %</b>

**Insolvency assessments collected from self-insured employers and associations**

Agency Reference #: **WC - TPA**

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 **01/2017**

Retroactive? **Yes**

If "Yes", please explain

**Division staff did not have a good understanding of the contracting process. There was a misunderstanding on the part of Division staff concerning the amount of the contract in relation to Purchasing's involvement in the solicitation process. As a result of staff misunderstanding, we needed to make revisions to the contract originally drafted between NAS and the Division. Furthermore, due to the fact that this contract was revised, we are requesting retroactive approval of the contract.**

3. Termination Date: **12/31/2019**

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **WC Insolvency Assess**

5. Purpose of contract:

**This is a new contract which provides administration of claims when a self-insured employer or association of self-insured employers becomes insolvent. In addition, it consolidates administrative activity and avoids duplication of expenses incurred by eliminating the use of multiple Third Party Administrators.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

Other basis for payment: Baseline fee - \$15,000 - services January 1, 2017 through June 30, 2018. Sunset fee - will be negotiated and not exceed \$875 per claim for any claim (of the original 26) that remain open on July 1, 2018 through December 31, 2019 or any claim that is reopened during the term of the contract. Claims activity reports - \$350 each report, Inactive reports - \$25, Permanent total reports - \$40, Appeal fees - \$115/ hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The administration of workers' compensation claims when self-insured employer or association of self-insured employers becomes insolvent.**

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

The Self-Insured Workers' Compensation Section oversees these transactions and it would be a conflict of interest. The Division of Insurance does not have the expertise and the manpower to administer claims nor the facility for long-term record storage.

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):

CCMSI  
Nevada Alternative Solutions, Inc.  
Gallagher Bassett

b. Solicitation Waiver: **Not Applicable**

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

This is the only vendor that responded to the solicitation.

d. Last bid date: 10/13/2016 Anticipated re-bid date: 10/13/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddennis	01/06/2017 09:34:00 AM
Division Approval	ddennis	01/06/2017 09:34:04 AM
Department Approval	sbailey	01/24/2017 17:04:02 PM
Contract Manager Approval	ddennis	01/25/2017 07:10:50 AM
Budget Analyst Approval	sjohnso9	01/27/2017 08:53:27 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: **15677** Amendment Number: **1**  
 Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **Bishop Contracting, Inc.**  
 Agency Code: **901** Contractor Name: **Bishop Contracting, Inc.**  
 Appropriation Unit: **3253-10** Address: **dba Bishop Air Service**  
 Is budget authority available?: **Yes** City/State/Zip: **850 South Boulder Highway #190 Henderson, NV 89015**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Shelley Bishop 702.565.9800**  
 Vendor No.: **T29029027**  
 NV Business ID: **NV19961085859**

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	<b>100.00 % Business Enterprise Set Aside</b>

Agency Reference #: **#1906-17-BEN**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/03/2014**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**  
 Contract term: **3 years and 363 days**

4. Type of contract: **Contract**  
 Contract description: **Air Filter Mntnc**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides maintenance and service of air-conditioning units at all existing Business Enterprises of Nevada (BEN) locations in Southern Nevada including the 3 sites at the Hoover Dam. This amendment extends the termination date from 06/30/2017 to 05/31/2018 and increases the maximum amount of the contract from \$25,000 to \$45,000 due to continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
2. Amount of current amendment (#1):	\$20,000.00	\$20,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			
and/or the termination date of the original contract has changed to:	05/31/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has on-going needs for the maintenance, repair and service of air conditioning units and this service requires trained and experienced technicians.

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 required experience and training for these services.

9. Were quotes or proposals solicited? Yes

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

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

Climate Control Experts  
Ryan Mechanical  
United Refrigeration  
Air Filter Sales and Service, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Bishop Air was the only responsive submittal.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/12/2018

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:

Vendor has provided services for the Colorado River Commission since 2012 and the Department of Employment, Training and Rehabilitation since 2014 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:  
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	mgassawa	01/25/2017 07:44:26 AM
Division Approval	shendren	01/25/2017 11:16:54 AM
Department Approval	jmcentee	01/27/2017 07:34:05 AM
Contract Manager Approval	dohl0	02/01/2017 08:21:28 AM
Budget Analyst Approval	tgreenam	02/03/2017 07:28:04 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **18395**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>FRONTIER COMMUNITY ACTION</b>
Agency Code: <b>902</b>	Contractor Name: <b>FRONTIER COMMUNITY ACTION</b>
Appropriation Unit: <b>4770-16</b>	Address: <b>AGENCY</b>
Is budget authority available?: <b>Yes</b>	<b>657 ANDERSON ST</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>WINNEMUCCA, NV 89445-3657</b>
	Contact/Phone: <b>775/623-9003</b>
	Vendor No.: <b>T29018011</b>
	NV Business ID: <b>NV20081105722</b>

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 %	<b>X</b> Other funding	<b>100.00 %</b>

Agency Reference #: **PY16-DH-Frontier Community Action Agency**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/10/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **Yes**

If "Yes", please explain

**All Frontier Community Action Agency documentation and information was not received until December 28, 2016. This was not adequate time to have the completed contract drafted, signed and approved by the Clerk of the Board in December to be effective January 1, 2017.**

3. Termination Date: **06/30/2019**

Contract term: **2 years and 139 days**

4. Type of contract: **Contract**

Contract description: **Displaced Homemakers**

5. Purpose of contract:

**This is a new contract which provides education and counseling for displaced homemakers to enable them to obtain and retain employment within the areas of Humboldt, Lander, Eureka, White Pine, and Elko counties.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,554.00**

Payment for services will be made at the rate of \$11,518.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Vendors are required by NRS for the establishment of services for displaced homemakers.**

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

**Specialized skills are required for these services.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Great Basin College  
Job Opportunities in Nevada (JOIN)

b. Solicitation Waiver: **Not Applicable**

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

Vendor was the only one to respond to the RFP. Previous vendors, JOIN and Great Basin College declined displace homemaker funds.

d. Last bid date: 09/01/2015 Anticipated re-bid date: 06/01/2019

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?

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	jbende2	01/24/2017 15:38:11 PM
Division Approval	rolso1	01/31/2017 08:39:30 AM
Department Approval	jmcentee	02/02/2017 15:12:02 PM
Contract Manager Approval	dohl0	02/03/2017 09:00:56 AM
Budget Analyst Approval	tgreenam	02/10/2017 15:01:53 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **17841** Amendment Number: **2**  
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **NEVADAWORKS**  
 Agency Code: **902** Contractor Name: **NEVADAWORKS**  
 Appropriation Unit: **4770-11** Address: **NEVADAWORKS**  
**6490 S MCCARRAN BLVD A SUITE 1**  
 Is budget authority available? **Yes** City/State/Zip: **RENO, NV 89509-6119**  
 If "No" please explain: **Not Applicable** Contact/Phone: **775/284-1338**  
 Vendor No.: **T27003177**  
 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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-DW-01-WIOA**

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 **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **1 year and 364 days**

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

Contract description: **WIOA DW Funds**

5. Purpose of contract:

**This is the second amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in northern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A2: Title IB-Expenditure Plan and Line Item Budget.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,017,849.00	\$2,017,849.00	\$2,017,849.00	Yes - Action
a. Amendment 1:	\$0.00	\$2,017,849.00	\$2,017,849.00	No
2. Amount of current amendment (#2):	-\$10,131.00	-\$10,131.00	-\$10,131.00	Yes - Info
3. New maximum contract amount:	\$2,007,718.00			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Workforce Innovation and Opportunity Act (WIOA) of 2014.**

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training, and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jbende2	01/17/2017 15:44:17 PM
Division Approval	rolso1	01/19/2017 14:06:03 PM
Department Approval	jmcentee	02/02/2017 15:11:14 PM
Contract Manager Approval	dohl0	02/03/2017 09:00:11 AM
Budget Analyst Approval	tgreenam	02/08/2017 13:23:54 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: **17846** Amendment Number: **2**  
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**  
 Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**  
 Appropriation Unit: **4770-11** Address: **6330 W CHARLESTON BLVD STE 150**  
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-1183**  
 If "No" please explain: **Not Applicable** Contact/Phone: **702/638-8750**  
 Vendor No.: **T81079028**  
 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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-A-02-WIOA**

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 **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **1 year and 364 days**

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

Contract description: **WIOA Adult Funds**

5. Purpose of contract:

**This is the second amendment to the original interlocal agreement which provides ongoing employment and training services to Adults in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A.2: Title IB-Expenditure Plan and Line Item Budget.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,981,237.00	\$8,981,237.00	\$8,981,237.00	Yes - Action
a. Amendment 1:	\$0.00	\$8,981,237.00	\$8,981,237.00	No
2. Amount of current amendment (#2):	-\$25,974.00	-\$25,974.00	-\$25,974.00	Yes - Info
3. New maximum contract amount:	\$8,955,263.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Workforce Innovation and Opportunity Act (WIOA) of 2014.**

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: Exempt (Per statute)

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jbende2	01/17/2017 15:41:51 PM
Division Approval	rolso1	01/19/2017 14:03:59 PM
Department Approval	jmcentee	01/27/2017 08:06:46 AM
Contract Manager Approval	dohl0	02/01/2017 08:33:14 AM
Budget Analyst Approval	tgreenam	02/03/2017 07:34:41 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: **17888** Amendment Number: **2**  
 Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**  
 Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**  
 Appropriation Unit: **4770-11** Address: **6330 W CHARLESTON BLVD STE 150**  
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-1183**  
 If "No" please explain: **Not Applicable** Contact/Phone: **702/638-8750**  
 Vendor No.: **T81079028**  
 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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY16-DW-02-WIOA**

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 **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **1 year and 364 days**

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

Contract description: **WIOA DW Funds**

5. Purpose of contract:

**This is the second amendment to the original interlocal agreement which provides ongoing employment and training services to Dislocated Workers in southern Nevada as required by the Workforce Innovation and Opportunity Act of 2014 (Code of Federal Regulations Part 652 et al). This amendment incorporates attachment A2: Title IB-Expenditure Plan and Line Item Budget.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,232,774.00	\$3,232,774.00	\$3,232,774.00	Yes - Action
a. Amendment 1:	\$0.00	\$3,232,774.00	\$3,232,774.00	No
2. Amount of current amendment (#2):	-\$26,118.00	-\$26,118.00	-\$26,118.00	Yes - Info
3. New maximum contract amount:	\$3,206,656.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Workforce Innovation and Opportunity Act (WIOA) of 2014.**

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIOA.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jbende2	01/17/2017 15:43:24 PM
Division Approval	rolso1	01/19/2017 14:05:04 PM
Department Approval	jmcentee	01/27/2017 08:13:57 AM
Contract Manager Approval	dohl0	02/01/2017 08:32:11 AM
Budget Analyst Approval	tgreenam	02/03/2017 07:39:04 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18385**

Agency Name: <b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>William Burris</b>
Agency Code: <b>902</b>	Contractor Name: <b>William Burris</b>
Appropriation Unit: <b>4770-04</b>	Address: <b>751 Wash Rd</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Frankfort, KY 40601-8441</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>William Burris 502-330-4499</b>
	Vendor No.: <b>T29038094</b>
	NV Business ID: <b>NV20161541191</b>

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 %	<b>X</b> Other funding	<b>100.00 % TAT</b>

Agency Reference #: **2090-17-ESD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/31/2017**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **149 days**

4. Type of contract: **Contract**

Contract description: **2090-17-ESD.AM1**

5. Purpose of contract:

**This is the first amendment to the original contract which provides analysis and review of the Resource Justification Model for the Unemployment Insurance (UI) program in Nevada. This amendment increases the maximum amount from \$23,062 to \$28,827.50 due to the continued need for these services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,827.50**

Payment for services will be made at the rate of \$149.00 per hour

Other basis for payment: Upon receipt of approved invoicing. The vendor's rate of \$149 per hour covers all travel and miscellaneous costs.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Employment, Training and Rehabilitation administers the Unemployment Insurance program, which is funded by the Department of Labor (DOL). The data collected through the RJM enables the DOL to rationally allocate federal funds appropriated by Congress and is intended to maximize Nevada's receipt of federal funds. Without the RJM analysis, Nevada could see a decrease of fund allocation.

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

The vendor offers a unique specialization (which has been utilized by other states) with regard to the Resource Justification Model (RJM). RJM is a data collection system that collects Unemployment Insurance (UI) administrative expenditures from the most recently completed fiscal year and is necessary in the operation of the state UI program. The state employees have base line knowledge of the RJM and contracting with Burris Consulting will allow the State of Nevada the opportunity to utilize the vendor's expertise of the RJM.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor provided similar services to the Employment Security Division. The quality of service provided was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jbende2	01/17/2017 08:42:43 AM
Division Approval	rolso1	01/17/2017 09:11:38 AM
Department Approval	jmcentee	01/17/2017 09:21:00 AM
Contract Manager Approval	doh10	01/25/2017 10:55:04 AM
Budget Analyst Approval	tgreenam	01/31/2017 11:23:58 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16359** Amendment Number: **1**  
 Agency Name: **DETR - ADMINISTRATIVE SERVICES** Legal Entity Name: **FAAD JANITORIAL INC**  
 Agency Code: **908** Contractor Name: **FAAD JANITORIAL INC**  
 Appropriation Unit: **All Budget Accounts - Category 04** Address: **52 GLEN CARRAN CIR**  
 Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Donna Leidner 775/351-2405**  
 Vendor No.: **T27017486**  
 NV Business ID: **NV20041538232**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**  
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>1.90 %</b>	Fees	<b>0.00 %</b>
<input checked="" type="checkbox"/> Federal Funds	<b>69.00 %</b>	Bonds	<b>0.00 %</b>
Highway Funds	<b>0.00 %</b>	<input checked="" type="checkbox"/> Other funding	<b>29.10 %</b>

**BEN, ESD Special Fund and Career Enhancement Program**

Agency Reference #: **1960-17-DETR**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2015**  
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/28/2017**

Contract term: **4 years**

4. Type of contract: **Contract**  
 Contract description: **Janitorial Service**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides janitorial services located at 420 Galletti Way facility. This amendment extends the contract termination date from February 28, 2017 to February 28, 2019 and increases the maximum amount from \$15,902.64 to \$31,803.28 due to the continued need for this service.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$15,902.64	\$15,902.64	\$15,902.64	Yes - Info
2. Amount of current amendment (#1):	\$15,902.64	\$15,902.64	\$31,805.28	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$31,805.28 02/28/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State of Nevada must maintain a clean facility for the safety and health of department clients and staff.

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 the manpower to provide this service in-house.

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):

F.A.A.D. Janitorial  
Jani-King of Reno  
All Cleaned Up

b. Solicitation Waiver: **Not Applicable**

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

Lowest price.

d. Last bid date: 12/22/2014 Anticipated re-bid date: 12/22/2019

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:

F.A.A.D Janitorial has been under contract with the Department of Employment, Training and Rehabilitation since 2008 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:  
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	vleigh	02/06/2017 08:06:21 AM
Division Approval	vleigh	02/06/2017 08:06:25 AM
Department Approval	jmcentee	02/07/2017 08:16:40 AM
Contract Manager Approval	btaylo7	02/07/2017 11:02:31 AM
Budget Analyst Approval	tgreenam	02/17/2017 08:51:59 AM



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18392**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: Paula Berkley and Associates
Agency Code: <b>BDC</b>	Contractor Name: <b>Paula Berkley and Associates</b>
Appropriation Unit: <b>B029 - All Categories</b>	Address: <b>908 Nixon Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89509</b>
If "No" please explain: Not Applicable	Contact/Phone: Paula Berkley 7753237430
	Vendor No.:
	NV Business ID: NV20101464479
To what State Fiscal Year(s) will the contract be charged?	<b>2017</b>

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>The Board is self-funded 100% by licensing fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2016**  
Anticipated BOE meeting date **03/2017**

Retroactive? **Yes**

If "Yes", please explain

**This Board recently recognized the need to hire a lobbyist, given proposed bill drafts which are recommending the combining of State behavioral health boards, including the Social Work Board. Most lobbyists have either maintained or initiated contacts with key State legislators following the close of the 2016 session on behalf of clients they represent. The Board was only able to successfully obtain an interested lobbyist in late October, 2016.**

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

Contract term: **241 days**

4. Type of contract: **Other (include description): Lobbyist**

Contract description: **Lobbyist Contract**

5. Purpose of contract:

**This is a new contract to provide lobbyist services for the 2017 Legislative session.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This will require Ms. Berkley to facilitate work and discussion between key legislators, various stakeholder throughout the State and this Board prior to and during the 79th/2017 Legislative session pertaining to critical issues which prompted the proposed bill drafts pertaining to the consolidation of State behavioral health boards, including the State Social Work Board.

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

State employees, by State law, are prohibited from engaging in lobbying.

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):

McDonald Carano Wilson  
Michael D. Hillerby at Kaempfer Crowell  
K. Neena Laxalt  
JK Belz and Associates

b. Solicitation Waiver: **Not Applicable**

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

Paula Berkley was the only vendor who expressed interest in working with our Board.

d. Last bid date: 10/31/2016 Anticipated re-bid date: 07/01/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	frakesk	01/19/2017 13:03:51 PM
Division Approval	frakesk	01/19/2017 13:04:01 PM
Department Approval	frakesk	01/19/2017 13:04:12 PM
Contract Manager Approval	frakesk	01/19/2017 13:09:22 PM
Budget Analyst Approval	lfree1	02/01/2017 16:51:00 PM

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE OF ENERGY - STATE ENERGY OFFICE	NATIONAL ASSOCIATION OF STATE ENERGY OFFICIALS	OTHER: REVENUE GENERATING CONTRACT	\$20,000	
	Contract Description:	This is a new revenue contract to provide consulting services to the National Association of State Energy Officials (NASEO). Services include identifying the project team and stakeholder group, technical assistance, analyzing and identifying key energy sectors and trends, emerging technologies and system interdependencies, convening the stakeholder group to provide road mapping status updates and identify additional areas of interest, assisting in the completion of a state energy system grid modernization strategy and share outcomes with stakeholders. Term of Contract: 04/01/2016 - 09/30/2017 Contract # 17727				
2.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	ROBERT L. AYERS, JR.	GENERAL	\$10,000	
	Contract Description:	This is the first amendment to the original contract to provide expert witness services for the criminal case of State of Nevada v. Ramos. This amendment increases the maximum amount from \$10,000 to \$20,000 and extends the termination date from December 31, 2016 to December 31, 2018 due to the increased need for these services. Term of Contract: 04/07/2016 - 12/31/2018 Contract # 17642				
3.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	MELISSA PIASECKI, MD. PC	OTHER: INSURANCE PREMIUMS	\$10,000	Professional Service
	Contract Description:	This is the third amendment to the original contract to provide ongoing expert testimony and evaluation. This amendment extends the termination date from June 30, 2017 to June 30, 2018 and increases the maximum amount from \$35,000 to \$45,000 due to the increased need for these services. Term of Contract: 04/01/2014 - 06/30/2018 Contract # 15466				
4.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	MESA ENERGY SYSTEMS, INC.	FEES: RENT	\$36,399	
	Contract Description:	This is the second amendment to the original contract that continues ongoing HVAC services for state owned buildings in the Las Vegas area. This amendment increases the maximum amount from \$63,600 to \$99,999. Term of Contract: 05/29/2015 - 04/30/2019 Contract # 16707				
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	CIVILWORKS, INC.	BONDS	\$23,720	Professional Service
	Contract Description:	This is the first amendment to the original contract to provide professional architectural/engineering services for the sanitary sewer rehabilitation projects at the Southern Nevada Adult Mental Health Services, Southern Nevada Child, and Adolescent Services main campus and the Desert Regional Center: CIP Project No 15-M14; SPWD Contract No. 109974. This amendment increases the maximum amount from \$23,840 to \$47,560 for utility location, potholing and plan revision.				

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	STATE PUBLIC WORKS DIVISION - CORRECTIONS CIPS NON-EXEC	FARR WEST ENGINEERING	OTHER: RE-ALLOCATED BOND FUNDING TRANSFERRED FROM TREASURER	\$30,000	Professional Service
	Contract Description:	This is the first amendment to the contract to provide professional architectural/engineering services for the Water Production Well project at the Indian Springs prison complex: CIP Project No. 13-C04; SPWD Contract No. 109068. This amendment increases the contract maximum amount from \$83,200 to \$113,200 to add a new designated project task #4 to include schematic design for a new 1.2 MG water tank, well house, the equipping of Well #6, the recoating of tanks one and two, and the overall evaluation of water system as a whole and the associated Supervisory Control and Data Acquisition system.				
7.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	JEFF GROUP, THE DBA KELLY'S GLASS & MIRROR COMPANY	GENERAL 48.3% FEDERAL 51.7%	\$18,000	
	Contract Description:	This is the first amendment to the original contract to provide ongoing glass repair or replacement services to Desert Regional Center buildings. This amendment extends the termination date from May 31, 2017 to May 31, 2019 and increases the maximum amount from \$18,000 to \$36,000 due to the continued need for these services.				
8.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DIVISION OF CHILD AND FAMILY SERVICES	FEDERAL	\$27,618	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement to provide the federal share of costs associated with the administrative activities such as outreach, utilization review, and referral services. This amendment increases contract authority from \$5,221,716 to \$5,249,334 due to the incorporation of Targeted Case Management services.				
9.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNICABLE DISEASES	AJ BOGGS & COMPANY	FEDERAL	\$12,448	
	Contract Description:	This is the first amendment to the original interlocal agreement to provide the federal share of costs associated with the administrative activities such as outreach, utilization review, and referral services. This amendment increases contract authority from \$5,221,716 to \$5,249,334 due to the incorporation of Targeted Case Management services.				

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		<p>This is the first amendment to the original contract to provide subject matter expertise, technical support, hosting and related services in support of the CAREWare System on a time and materials basis. This amendment extends the termination date from February 28, 2017 to August 31, 2017 and increases the maximum amount from \$24,897 to \$37,345.50 due to the continued need for these services and to allow time to perform a request for proposal.</p> <p>Term of Contract: 03/01/2016 - 08/31/2017 Contract # 17508</p>				
10.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	SRA INTERNATIONAL, INC.	FEDERAL	\$20,000	
		<p>This is the fourth amendment to the original contract providing upgrades to Nevada's communicable disease National Electronic Disease Surveillance System in order to implement electronic laboratory reporting capabilities. This amendment increases the maximum amount from \$114,000 to \$134,000 due to upgrade and service costs.</p> <p>Term of Contract: 01/08/2015 - 07/31/2018 Contract # 16262</p>				
11.	550	DEPARTMENT OF AGRICULTURE - NUTRITION EDUCATION PROGRAMS	CULINARY SOLUTION CENTERS, LLC	FEDERAL	\$16,500	
		<p>This is a new contract to conduct hands-on, half day culinary workshop for site-level school nutrition program professionals in five school districts identified by the Nevada Department of Agriculture.</p> <p>Term of Contract: 02/01/2017 - 06/30/2018 Contract # 18365</p>				
12.	658	DEPARTMENT OF PUBLIC SAFETY - TRAFFIC SAFETY	NEVADA DEPARTMENT OF TRANSPORTATION	FEDERAL	\$30,000	
		<p>This is a new interlocal agreement to provide one-half of the funding for the 2017 Nevada Transportation Safety Summit to be held on May 23, 2017 to May 25, 2017.</p> <p>Term of Contract: 12/28/2016 - 08/01/2017 Contract # 18290</p>				
13.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SKYTRAC SYSTEMS, LTD	FEE: LICENSE	\$2,232	
		<p>This is the first amendment to the original contract providing in-flight tracking of department aircraft in case emergencies or catastrophic events occur during the 1,400 hours flown by the department aircraft annually. This amendment changes the Cost Proposal for the removal of one aircraft, extends the termination date from June 30, 2017 to June 30, 2018, and increases the maximum amount from \$8,316.00 to \$10,548.00.</p> <p>Term of Contract: 05/28/2014 - 06/30/2018 Contract # 15729</p>				
14.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	CURRANT CREEK OUTFITTERS, LLC	FEE: PREDATOR	\$45,000	
		<p>This the second amendment to the original contract which provides mountain lion removal in unit 074 of the State. This amendment extends the termination date from December 31, 2017 to December 31, 2019 and increases the maximum amount from \$50,000 to \$95,000 due to the continued need for these services and updates the Scope of Work.</p> <p>Term of Contract: 03/08/2016 - 12/31/2019 Contract # 17513</p>				

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	PISCES MOLECULAR, LLC	FEE: AIS DECAL	\$13,455	
	Contract Description:	This is the first amendment to the original contract to provide lab services of plankton water samples. This amendment updates the Scope of Work, extends the termination date from December 31, 2016 to December 31, 2018 and increases the maximum amount from \$23,650.00 to \$37,105.00.				
	Term of Contract:	03/24/2015 - 12/31/2018	Contract # 16475			
16.	702	DEPARTMENT OF WILDLIFE - HABITAT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	FEDERAL	\$24,675	
	Contract Description:	This is the first amendment to the original contract to provide financial support and technical assistance to increase available resources for plant species identification at the University of Nevada Reno. This amendment extends the termination date from December 31, 2016 to December 31, 2017, increases the maximum amount from \$24,675.00 to \$49,350.00, and updates the Scope of Work due to the continued need for these services.				
	Term of Contract:	12/14/2015 - 12/31/2017	Contract # 17311			

### 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: **17727**

Agency Name: <b>STATE ENERGY OFFICE</b>  Agency Code: <b>011</b> Appropriation Unit: <b>4868-00</b> Is budget authority available?: <b>Yes</b> If "No" please explain: <b>Not Applicable</b>	Legal Entity Name: <b>NATIONAL ASSOCIATION OF STATE ENERGY OFFICIALS/ NASEO</b> Contractor Name: <b>NATIONAL ASSOCIATION OF STATE ENERGY OFFICIALS/ NASEO</b> Address: <b>2107 WILSON BOULEVARD, SUITE 850</b> City/State/Zip: <b>ARLINGTON, VA 22201-3147</b> Contact/Phone: <b>DAVID TERRY 703/299-8800</b> Vendor No.: <b>T27012625</b> NV Business ID: <b>Not applicable</b>
To what State Fiscal Year(s) will the contract be charged? <b>2016-2018</b>	

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue generating contract</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2016**  
 Anticipated BOE meeting date **01/2017**  
 Retroactive? **Yes**  
 If "Yes", please explain

**Contract negotiations took longer than expected.**

3. Termination Date: **09/30/2017**  
 Contract term: **1 year and 182 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Consulting Agreement**

5. Purpose of contract:

**This is a new revenue contract to provide consulting services to the National Association of State Energy Officials (NASEO). Services include identifying the project team and stakeholder group, technical assistance, analyzing and identifying key energy sectors and trends, emerging technologies and system interdependencies, convene the stakeholder group to provide road mapping status updates and identify additional areas of interest, assist in the completion of a state energy system grid modernization strategy and share outcomes with stakeholders.**

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?

**This is a revenue generating contract.**

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

**This is a revenue generating contract.**

9. Were quotes or proposals solicited? **No**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

Not applicable.

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?

No b. If "NO", please explain.

Not applicable.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	05/05/2016 07:47:41 AM
Division Approval	csweeney	05/05/2016 07:47:43 AM
Department Approval	csweeney	05/05/2016 07:47:47 AM
Contract Manager Approval	csweeney	11/17/2016 13:59:21 PM
Budget Analyst Approval	laaron	11/28/2016 12:58:20 PM



**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**PATRICK CATES**  
*Director*



**EVAN DALE**  
*Administrator*

**DEPARTMENT OF ADMINISTRATION  
ADMINISTRATIVE SERVICES DIVISION**

**209 E. Musser Street, Room 304  
Carson City, Nevada 89701-4204  
(775) 684-0273  
Fax (775) 684-0275**

**MEMORANDUM**

November 17, 2016

**TO:** Heather Field  
Budget Analyst

**FROM:** Carol Sweeney, Program Officer 2  
Contracts Section *CS*

**RE:** Retro Memo

This is a request for a retroactive start date of April 1, 2016 for the Nevada Governor's Office of Energy (NGOE) consulting agreement with the National Association of State Energy Officials (NASEO) (CETS #17727). This is a revenue contract for NGOE to provide consulting services to NASEO.

A protracted delay was incurred due to requested changes to NASEO's consulting agreement by the Deputy Attorney General, NASEO, GOE and the Budget Division.

**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: **17642** Amendment Number: **1**  
 Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **ROBERT L. AYERS, JR.**  
 Agency Code: **030** Contractor Name: **ROBERT L. AYERS, JR.**  
 Appropriation Unit: **1030-04** Address: **315 TWIN LAKES DR.**  
 Is budget authority available?: **Yes** City/State/Zip: **SANTA ROSA, CA 95409**  
 If "No" please explain: **Not Applicable** Contact/Phone: **415-250-5934**  
 Vendor No.: **T27038980**  
 NV Business ID: **NV20161136004**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/07/2016**

Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **12/31/2016**

Termination Date:

Contract term: **2 years and 268 days**

4. Type of contract: **Contract**

Contract description: **EXPERT WITNESS**

5. Purpose of contract:

**This is the first amendment to the original contract providing expert witness services for the criminal case of State of Nevada v. Ramos. This amendment increases the contract authority from \$10,000 to \$20,000 and extends the contract end date from December 31, 2016 to December 31, 2018.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
2. Amount of current amendment (#1):	\$10,000.00	\$10,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$20,000.00			
and/or the termination date of the original contract has changed to:	12/31/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Mr. Ayers is an expert on use of force in prisons. He will initially be an expert consultant to provide the State v. Ramos trial team advice and analysis concerning the officer involved shooting.**

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

The Office of the Attorney General requires someone with extensive knowledge of the prison system to advise them in this matter.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

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	cschonl1	12/06/2016 12:33:44 PM
Division Approval	cschonl1	12/06/2016 12:33:46 PM
Department Approval	cschonl1	12/06/2016 12:33:49 PM
Contract Manager Approval	lgallow1	12/07/2016 08:50:32 AM
Budget Analyst Approval	dstoddar	12/14/2016 09:24:32 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: **15466** Amendment Number: **3**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **MELISSA PIASECKI MD PC**

Agency Code: **030** Contractor Name: **MELISSA PIASECKI MD PC**

Appropriation Unit: **1348-15** Address: **561 KEYSTONE AVE STE 104**

Is budget authority available? **Yes** City/State/Zip: **RENO, NV 89503-4304**

If "No" please explain: **Not Applicable** Contact/Phone: **775/722-1077**

Vendor No.: **T27018059**

NV Business ID: **NV20051422118**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Insurance Premiums</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2014**

Anticipated BOE meeting date: **null/null**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **4 years and 91 days**

4. Type of contract: **Contract**

Contract description: **Expert Witness**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides ongoing expert testimony and evaluation. This amendment extends the termination date from June 30, 2017 to June 30, 2018 and increases the maximum amount from \$35,000 to \$45,000 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:	\$7,000.00	\$7,000.00	\$7,000.00	No
a. Amendment 1:	\$20,000.00	\$27,000.00	\$27,000.00	Yes - Info
b. Amendment 2:	\$8,000.00	\$8,000.00	\$35,000.00	No
2. Amount of current amendment (#3):	\$10,000.00	\$18,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			
and/or the termination date of the original contract has changed to:	06/30/2018			

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**This contract is necessary for the defense of a lawsuit filed against a State of Nevada agency.**

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

State workers do not have the expertise in this area.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

Pursuant to NAC 333.150 (b) (1), this contract for an expert witness is exempt from solicitation. This vendor has the required expertise to assist the State of Nevada in the defense of a lawsuit.

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 contractor has contracted with the Attorney General's Office and has provided very satisfactory work.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	cschon1	12/29/2016 16:09:49 PM
Division Approval	cschon1	12/29/2016 16:09:51 PM
Department Approval	cschon1	12/29/2016 16:09:59 PM
Contract Manager Approval	lgallow1	12/29/2016 16:18:53 PM
Budget Analyst Approval	myoun3	01/04/2017 09:19:44 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16707** Amendment Number: **2**  
 Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **MESA ENERGY SYSTEMS, INC.**  
 Agency Code: **082** Contractor Name: **MESA ENERGY SYSTEMS, INC.**  
 Appropriation Unit: **1349-12** Address: **dba EMCOR SERVICES NEVADA 6255 MCLEOD DR STE 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 %	<b>X</b>	Fees	<b>100.00 %</b>
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 **02/2017**

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 second amendment to the original contract that continues ongoing HVAC services for state owned buildings in the Las Vegas area. This amendment increases the maximum amount from \$63,600 to \$99,999 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
a. Amendment 1:	\$16,000.00	\$63,600.00	\$63,600.00	Yes - Action
2. Amount of current amendment (#2):	\$36,399.00	\$36,399.00	\$36,399.00	Yes - Info
3. New maximum contract amount:	\$99,999.00			

**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. Solicitation 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	01/06/2017 11:50:17 AM
Division Approval	csweeney	01/06/2017 11:50:21 AM
Department Approval	csweeney	01/06/2017 11:50:25 AM
Contract Manager Approval	ssands	01/06/2017 13:05:23 PM
Budget Analyst Approval	jrodrig9	01/08/2017 13:25:52 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **17432** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **CIVILWORKS, INC.**

Agency Code: **082** Contractor Name: **CIVILWORKS, INC.**

Appropriation Unit: **1535-18** Address: **4945 W PATRICK LN**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-2858**

If "No" please explain: **Not Applicable** Contact/Phone: **702-534-1816**

Vendor No.: **T29033909**

NV Business ID: **NV19981075781**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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

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

Agency Reference #: 109974

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/29/2016**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 152 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the first amendment to the original contract providing professional architectural/engineering services for the sanitary sewer rehabilitation projects at the Southern Nevada Adult Mental Health Services, Southern Nevada Child and Adolescent Services main campus and the Desert Regional Center: CIP Project No 15-M14; SPWD Contract No. 109974. This amendment increases the maximum amount from \$23,840 to \$47,560 for utility location, potholing and plan revision.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$23,840.00	\$23,840.00	\$23,840.00	Yes - Info
2. Amount of current amendment (#1):	\$23,720.00	\$23,720.00	\$47,560.00	Yes - Info
3. New maximum contract amount:	\$47,560.00			

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	12/13/2016 15:51:54 PM
Division Approval	amarangi	12/13/2016 15:51:56 PM
Department Approval	amarangi	12/13/2016 15:51:59 PM
Contract Manager Approval	amarangi	12/13/2016 15:52:02 PM
Budget Analyst Approval	dstoddar	12/14/2016 11:45:14 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16260** Amendment Number: **1**  
 Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **FARR WEST ENGINEERING**  
 Agency Code: **082** Contractor Name: **FARR WEST ENGINEERING**  
 Address: **DBA FARR WEST CHILTON ENGINEER**  
 Appropriation Unit: **1550-24** City/State/Zip: **5442 LONGLEY LN, SUITE A RENO, NV 89511-3297**  
 Is budget authority available?: **Yes** Contact/Phone: **775-851-4788**  
 Vendor No.: **T81102795**  
 If "No" please explain: **Not Applicable** NV Business ID: **NV2011242988**  
 To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Re-allocated Bond Funding Transferred from Treasurer</b>

Agency Reference #: 109068

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2015**  
 Anticipated BOE meeting date **02/2017**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2018**  
 Termination Date:  
 Contract term: **3 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 contract, which provides professional architectural/engineering services for the Water Production Well project at the Indian Springs prison complex: CIP Project No. 13-C04; SPWD Contract No. 109068. This amendment increases the contract maximum amount from \$83,200 to \$113,200 to add a new designated project task #4 to include schematic design for a new 1.2 MG water tank, well house, the equipping of Well #6, the recoating of tanks one and two, and the overall evaluation of water system as a whole and the associated Supervisory Control and Data Acquisition system.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$83,200.00	\$83,200.00	\$83,200.00	Yes - Action
2. Amount of current amendment (#1):	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
3. New maximum contract amount:	\$113,200.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/17/2017 15:38:33 PM
Division Approval	dgrimm	01/17/2017 15:52:08 PM
Department Approval	dgrimm	01/17/2017 15:52:11 PM
Contract Manager Approval	dgrimm	01/17/2017 16:02:02 PM
Budget Analyst Approval	jrodrig9	01/21/2017 13:14:16 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16657** Amendment Number: **1**

Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION** Legal Entity Name: **JEFF GROUP, THE DBA KELLY'S GLASS & MIRROR COMPANY**

Agency Code: **402** Contractor Name: **JEFF GROUP, THE DBA KELLY'S GLASS & MIRROR COMPANY**

Appropriation Unit: **3279-07** Address: **3400 PROCYON ST STE 100A**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89102-7700**

If "No" please explain: **Not Applicable** Contact/Phone: **702/451-5153**

Vendor No.: **T12702100**

NV Business ID: **NV20011380550**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

<input checked="" type="checkbox"/>	General Funds	<b>48.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>51.70 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:  
a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/21/2015**  
Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **05/31/2017**  
Contract term: **4 years and 11 days**

4. Type of contract: **Contract**  
Contract description: **Glass Repair**

5. Purpose of contract:  
**This is the first amendment to the original contract which continues ongoing glass repair or replacement services to Desert Regional Center buildings. This amendment extends the termination date from May 31, 2017 to May 31, 2019 and increases the maximum amount from \$18,000 to \$36,000 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:	\$18,000.00	\$18,000.00	\$18,000.00	Yes - Info
2. Amount of current amendment (#1):	\$18,000.00	\$18,000.00	\$36,000.00	Yes - Info
3. New maximum contract amount:	\$36,000.00			
and/or the termination date of the original contract has changed to:	05/31/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 483.70 Physical Environment - the facility must be designed, constructed, equipped, and maintained to protect the health and safety of residents, personnel and the public. Glass repair/replacement services are required as windows are occasionally broken in the homes on campus.

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

State employees do not have the expertise or equipment 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):

b. Solicitation Waiver: **Not Applicable**

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

The vendor was the only one to submit a bid.

d. Last bid date: 01/29/2015 Anticipated re-bid date: 01/28/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhanse6	12/06/2016 08:58:28 AM
Division Approval	dbowma1	12/06/2016 09:01:16 AM
Department Approval	ecreceli	12/08/2016 08:42:37 AM
Contract Manager Approval	dhanse6	12/12/2016 11:37:04 AM
Budget Analyst Approval	laaron	12/13/2016 10:28:07 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: **15410** Amendment Number: **1**  
 Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Division of Child and Family Services**  
 Agency Code: **403** Contractor Name: **Division of Child and Family Services**  
 Appropriation Unit: **3158-11** Address: **4126 Technology Way, 3rd Floor**  
 Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89706**  
 If "No" please explain: **Not Applicable** Contact/Phone: **775-684-4400**  
 Vendor No.:  
 NV Business ID: **Governmental Entity**  
 To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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

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

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**  
 Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**  
 Contract description: **Title XIX Admin**

5. Purpose of contract:  
**This is the first amendment to the original interlocal agreement to provide the federal share of costs associated with the administrative activities such as outreach, utilization review, and referral services. This amendment increases contract authority from \$5,221,716 to \$5,249,334 due to the incorporation of Targeted Case Management services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,221,716.00	\$5,221,716.00	\$5,221,716.00	Yes - Action
2. Amount of current amendment (#1):	\$27,618.00	\$27,618.00	\$27,618.00	Yes - Info
3. New maximum contract amount:	\$5,249,334.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**DCFS performs Medicaid administrative activities including outreach, utilization review and referrals. This contract allows DHCFP as the "single State agency" for Medicaid, to receive and pass on federal funds to DCFS for these services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**State employees are doing this work. State employees in DCFS perform duties because these are Child Welfare Medicaid recipients.**

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):  
 Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?  
 NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?  
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DCFS has been contracted with DHCFFP for many years and service has been satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?  
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	11/15/2016 11:57:28 AM
Division Approval	mlewi7	11/28/2016 11:43:37 AM
Department Approval	ecreceli	11/29/2016 08:46:50 AM
Contract Manager Approval	aree2	11/29/2016 11:15:09 AM
Budget Analyst Approval	dstoddar	12/02/2016 10:21:59 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17508** Amendment Number: **1**  
 Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **AJ Boggs & Company**  
 Agency Code: **406** Contractor Name: **AJ Boggs & Company**  
 Appropriation Unit: **3215-24** Address: **4660 South Hagadorn Rd Ste 290**  
 Is budget authority available?: **Yes** City/State/Zip: **East Lansing, MI 48823**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Clarke Anderson 517-347-1100**  
 Vendor No.: **T32003694**  
 NV Business ID: **NV20161127100**  
 To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

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

Agency Reference #: **C 15132**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2016**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/28/2017**  
 Contract term: **1 year and 182 days**

4. Type of contract: **Contract**  
 Contract description: **CAREWare**

5. Purpose of contract:  
**This is the first amendment to the original contract which provides subject matter expertise, technical support, hosting and related services in support of the CAREWare System on a time and materials basis. This amendment extends the termination date from February 28, 2017 to August 31, 2017 and increases the maximum amount from \$24,897 to \$37,345.50 due to the continued need for these services and to allow time to perform a request for proposal.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,897.00	\$24,897.00	\$24,897.00	Yes - Info
2. Amount of current amendment (#1):	\$12,448.50	\$12,448.50	\$37,345.50	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$37,345.50 08/31/2017			

**II. JUSTIFICATION**



7. What conditions require that this work be done?

The CAREWare system functions more efficiently when hosted by a competent vendor with access to the security of the Cloud environment.

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 of the CAREWare system and do not possess access to the Cloud.

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):

Rackspace  
Softlayer  
AJ Boggs

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen by referral and product knowledge combined with a price comparison to determine the most qualified bidder.

d. Last bid date: 02/04/2016 Anticipated re-bid date: 01/16/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	chadwic1	12/23/2016 15:41:47 PM
Division Approval	chadwic1	12/23/2016 15:41:50 PM
Department Approval	jkolenut	12/27/2016 15:34:56 PM
Contract Manager Approval	rmorse	12/28/2016 16:04:07 PM
Budget Analyst Approval	laaron	12/29/2016 11:25:32 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: **16262** Amendment Number: **4**  
 Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **SRA INTERNATIONAL INC**  
 Agency Code: **406** Contractor Name: **SRA INTERNATIONAL INC**  
 Appropriation Unit: **3219-16** Address: **4300 FAIR LAKES CT**  
 Is budget authority available?: **Yes** City/State/Zip: **FAIRFAX, VA 22033-4232**  
 If "No" please explain: **Not Applicable** Contact/Phone: **703/633-2593**  
 Vendor No.: **T29013491**  
 NV Business ID: **NV20051645519**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **C 14769**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2015**

Anticipated BOE meeting date **10/2016**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/31/2018**

Contract term: **3 years and 204 days**

4. Type of contract: **Contract**

Contract description: **NBS System Upgrade**

5. Purpose of contract:

**This is the fourth amendment to the original contract providing upgrades to Nevada's communicable disease National Electronic Disease Surveillance System in order to implement electronic laboratory reporting capabilities. This amendment increases the maximum amount from \$114,000 to \$134,000 due to upgrade and service costs.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$35,000.00	\$35,000.00	\$35,000.00	Yes - Info
a. Amendment 1:	\$0.00	\$35,000.00	\$35,000.00	No
b. Amendment 2:	\$14,000.00	\$49,000.00	\$49,000.00	Yes - Info
c. Amendment 3:	\$65,000.00	\$100,000.00	\$114,000.00	Yes - Action
2. Amount of current amendment (#4):	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$134,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This work must be performed to provide support for the CDC data system to track Nevada's communicable diseases.

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

State personnel do not possess training or knowledge pertaining to the Rhapsody or NBS System.

9. Were quotes or proposals solicited? Yes

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

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

Orion Health  
Inductive Health Informatics  
SRA International, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor was recommended by the Centers for Disease Control and possess the greatest knowledge of the product.

d. Last bid date: Anticipated re-bid date: 09/22/2014

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Since January 2015 with DPBH - satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

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	11/17/2016 13:08:21 PM
Division Approval	chadwic1	11/17/2016 13:08:23 PM
Department Approval	ecreceli	11/18/2016 10:00:54 AM
Contract Manager Approval	rmorse	11/21/2016 10:34:37 AM
DoIT Approval	bbohm	11/22/2016 07:59:45 AM
Budget Analyst Approval	dstoddar	12/08/2016 15:29:57 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18365**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>CULINARY SOLUTION CENTERS, LLC</b>
Agency Code: <b>550</b>	Contractor Name: <b>CULINARY SOLUTION CENTERS, LLC</b>
Appropriation Unit: <b>2691-32</b>	Address: <b>PO BOX 420</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Scottsville, KY 42164</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Cyndie Story 904-422-8033</b>
	Vendor No.: <b>T29037522</b>
	NV Business ID: <b>NV20161038141</b>

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2018**

Contract term: **1 year and 148 days**

4. Type of contract: **Contract**

Contract description: **Culinary Solutions**

5. Purpose of contract:

**This is a new contract to conduct hands-on, half day culinary workshop for site-level school nutrition program professionals in five school districts identified by the Nevada Department of Agriculture.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,500.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Nevada Department of Agriculture was awarded an USDA Team Nutrition Grant specifically to hold trainings on school nutrition throughout the state.**

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

**There are no experts in this field within the state of Nevada who would be able to offer high quality trainings on this topic. This includes employees within our State agency and other State agencies in Nevada.**

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):

**Action for Healthy Kids  
Dayle Hayes  
TCB Consulting**

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

d. Last bid date: 11/07/2016 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?

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	01/20/2017 13:02:21 PM
Division Approval	mston1	01/20/2017 13:02:23 PM
Department Approval	mston1	01/20/2017 13:02:25 PM
Contract Manager Approval	mston1	01/20/2017 13:02:27 PM
Budget Analyst Approval	hfield	01/20/2017 13:55:17 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18290**

Agency Name: <b>DPS-TRAFFIC SAFETY</b>	Legal Entity Name: Nevada Department of Transportation
Agency Code: <b>658</b>	Contractor Name: <b>Nevada Department of Transportation</b>
Appropriation Unit: <b>4687-32</b>	Address: <b>1263 S. Stewart Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89712</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Ken Mammen 775-888-7335</b>
	Vendor No.:
	NV Business ID: <b>Government</b>

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/28/2016**

Anticipated BOE meeting date 12/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/01/2017**

Contract term: **215 days**

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

Contract description: **Traffic Safety Conf**

5. Purpose of contract:

**This is a new interlocal agreement to provide one-half of the funding for the 2017 Nevada Transportation Safety Summit to be held on May 23, 2017 to May 25, 2017.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: Payment for services will be made at the rate of one-half of the expenditures billed by NDOT not to exceed \$30,000.00 total. OTS' portion is one-half the overall budget of \$60,000.00 for the summit.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The annual Nevada Transportation Safety Summit is identified and included in the Nevada Highway Safety Plan.**

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

**NDOT and OTS are hosting the event and OTS is contributing for NDOT to facilitate elements of the Safety Summit.**

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

[Empty box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

We currently are engaged with several contracts with NDOT and the service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

[Empty box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcar2	12/27/2016 15:32:12 PM
Division Approval	jdibasil	12/27/2016 15:38:48 PM
Department Approval	mcar2	12/27/2016 15:41:03 PM
Contract Manager Approval	mcar2	12/27/2016 15:41:05 PM
Budget Analyst Approval	laaron	12/28/2016 15:22:52 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15729** Amendment Number: **1**  
 Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **SKYTRAC SYSTEMS LTD**  
 Agency Code: **702** Contractor Name: **SKYTRAC SYSTEMS LTD**  
 Appropriation Unit: **4461-13** Address: **200-170 RUTLAND ROAD N**  
 Is budget authority available?: **Yes** City/State/Zip: **CANADA, BC V1X3B2**  
 If "No" please explain: **Not Applicable** Contact/Phone: **250/765-2393**  
 Vendor No.: **PUR0004150**  
 NV Business ID: **N/A**

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

Agency Reference #: **14-55**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/28/2014**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **4 years and 34 days**

4. Type of contract: **Contract**

Contract description: **Aircraft GPS Trackin**

5. Purpose of contract:

**This is the first amendment to the original contract providing in-flight tracking of department aircraft in case emergencies or catastrophic events occur during the 1,400 hours flown by the department aircraft annually. This amendment changes the Cost Proposal for the removal of one aircraft, extends the termination date from June 30, 2017 to June 30, 2018, and increases the maximum amount from \$8,316.00 to \$10,548.00 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:	\$8,316.00	\$8,316.00	\$8,316.00	No
2. Amount of current amendment (#1):	\$2,232.00	\$10,548.00	\$10,548.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$10,548.00 06/30/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



This is a flight safety issue for NDOW. NDOW flies two helicopters a total of about 1,400 hours annually. Much of the terrain surveyed is high altitude and mountainous. In the event of an emergency landing or crash, NDOW dispatch operations will have near real-time location data for the aircraft, allowing for time-sensitive and potentially life-saving response by emergency responders.

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

The technology is not available 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. Solicitation Waiver: **Not Applicable**

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

SkyTrac manufactures the equipment installed on NDOW aircraft, which was obtained through the Purchasing division in 2008. NDOW investigated and learned that if we select another flight service provider that can interface with the equipment, that provider would still be required to use the SkyTrac network to obtain and share the data with us and such third party vendor would be charged by SkyTrac. Therefore, such an arrangement would not save the State any money, especially in light of the low dollar value of this contract. Replacing the devices would be equally impractical - they have about four years of remaining life.

d. Last bid date: 04/30/2014 Anticipated re-bid date: 03/01/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SkyTrac has been under contract with NDOW since 2008. Service provided has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLC

**For the purposes of NRS 76, SkyTrac is not doing business in Nevada. It meets none of the criteria of NRS 76.100(6). SkyTrac is a Canadian LLC headquartered in British Columbia. It has no facilities or personnel in Nevada and communicates with the Department by phone, email and SkyTrac's website. SkyTrac tracks Department aircraft via signals automatically sent to satellites from Department-owned equipment on the aircraft. The Department reads locations from SkyTrac's web site.**

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:**

<b>Approval Level</b>	<b>User</b>	<b>Signature Date</b>
Budget Account Approval	dwendell	11/28/2016 12:22:18 PM
Division Approval	lgleason	11/29/2016 15:56:18 PM
Department Approval	eobrien	12/02/2016 13:28:54 PM
Contract Manager Approval	dwendell	12/05/2016 07:42:00 AM
Budget Analyst Approval	dstoddar	12/08/2016 11:25:11 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17513** Amendment Number: **2**  
 Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **Currant Creek Outfitters, LLC.**  
 Agency Code: **702** Contractor Name: **Currant Creek Outfitters, LLC.**  
 Appropriation Unit: **4464-22** Address: **371 Mountain City Hwy. #13**  
 Is budget authority available?: **Yes** City/State/Zip: **Eiko, NV 89801**  
 If "No" please explain: **Not Applicable** Contact/Phone: **775-397-5000**  
 Vendor No.:  
 NV Business ID: **NV20091367954**

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 %	<input checked="" type="checkbox"/>	Fees	<b>100.00 %</b>	<b>Predator Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **16-38**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/08/2016**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **3 years and 298 days**

4. Type of contract: **Contract**

Contract description: **Mtn Lion Removal**

5. Purpose of contract:

**This is the second amendment to the original contract which provides mountain lion removal in unit 074 of the State. This amendment extends the termination date from December 31, 2017 to December 31, 2019, increases the maximum amount from \$50,000 to \$95,000 due to the continued need for these services and updates the Scope of Work.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
a. Amendment 1:	\$25,000.00	\$50,000.00	\$50,000.00	Yes - Action
2. Amount of current amendment (#2):	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$95,000.00			
and/or the termination date of the original contract has changed to:	12/31/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Decrease predation from mountain lions for all age classes of Rocky Mountain bighorn sheep. Removal of mountain lions will increase understanding of population dynamics and age structure and will help to determine the level of exploitation in the population.

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

NDOW does not have the qualifications to meet the needs of this project.

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):

Currant Creek Outfitters  
DG Tools  
Sean Shea  
Huimboldt Wildlife

b. Solicitation Waiver: **Not Applicable**

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

This was the only response.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	12/05/2016 14:39:35 PM
Division Approval	Igleason	12/06/2016 08:08:13 AM
Department Approval	eobrien	12/06/2016 11:13:34 AM
Contract Manager Approval	dwendell	12/07/2016 10:23:16 AM
Budget Analyst Approval	laaron	12/07/2016 11:46:42 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: **16475** Amendment Number: **1**  
 Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **PISCES MOLECULAR LLC**  
 Agency Code: **702** Contractor Name: **PISCES MOLECULAR LLC**  
 Appropriation Unit: **4465-19** Address: **1600 RANGE ST STE 201**  
 Is budget authority available?: **Yes** City/State/Zip: **BOULDER, CO 80301-2739**  
 If "No" please explain: **Not Applicable** Contact/Phone: **John Wood 303/546-9300**  
 Vendor No.: **T27030933**  
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % AIS Decal Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **15-36**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/24/2015**  
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2016**

Contract term: **3 years and 283 days**

4. Type of contract: **Contract**

Contract description: **Mussels Water Sampl**

5. Purpose of contract:

**This is the first amendment to the original contract providing lab services of plankton water samples. This amendment updates the Scope of Work, extends the termination date from December 31, 2016 to December 31, 2018 and increases the maximum amount from \$23,650.00 to \$37,105.00 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:	\$23,650.00	\$23,650.00	\$23,650.00	Yes - Info
2. Amount of current amendment (#1):	\$13,455.00	\$13,455.00	\$37,105.00	Yes - Info
3. New maximum contract amount:	\$37,105.00			
and/or the termination date of the original contract has changed to:	12/31/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Combating aquatic invasive species is one of NDOWs most important tasks. Water testing under this contract is essential to that effort. The dangers posed by aquatic invasive species are well known. Quagga and zebra mussels filter water, straining zooplankton and phytoplankton which form the base of the food chain in lakes and ponds, reducing sustenance for sport and native fish species. Mussel waste products increase the occurrence of toxic blue-green algae blooms.

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

State office does not have the lab equipment or expertise to perform these lab 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):

EMSL Analytical, Inc.  
Portland University  
Dr. Mark Sytsma

b. Solicitation Waiver: **Not Applicable**

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

The vendor performs the services needed at the lowest price per sample. They have extensive experience working with other western states by providing Polymerase Chain Reaction assay for quagga & zebra mussels.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLC

**Under NRS Chapter 86 (which includes registration and annual filing by LLCs), Pisces Molecular, a foreign LLC, does not transact business in Nevada. Receiving orders outside Nevada in response to advertising, accepting the orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (NRS 86.5483). NDOW sends samples to Pisces by common carrier; Pisces emails back reports. Pisces has no people, offices of property in Nevada.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

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	dwendell	11/22/2016 09:40:14 AM
Division Approval	lgleason	11/29/2016 15:53:41 PM
Department Approval	eobrien	12/01/2016 17:33:13 PM
Contract Manager Approval	dwendell	12/02/2016 09:41:24 AM
Budget Analyst Approval	dstoddar	12/06/2016 12:21:21 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: **17311** Amendment Number: **1**  
 Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **BOARD OF REGENTS-NSHE, OBO UNR**  
 Agency Code: **702** Contractor Name: **BOARD OF REGENTS-NSHE, OBO UNR**  
 Appropriation Unit: **4467-13** Address: **CONTROLLERS**  
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89557-0325**  
 If "No" please explain: **Not Applicable** Contact/Phone: **KIM HIGGINS 775-784-4040**  
 Vendor No.: **D35000849**  
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2016-2018**  
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

Agency Reference #: **16-33**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2015**  
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2016**  
 Contract term: **2 years and 18 days**

4. Type of contract: **Interlocal Agreement**  
 Contract description: **UNR Herbarium**

5. Purpose of contract:  
**This is the first amendment to the original contract, which provides financial support and technical assistance to increase available resources for plant species identification at the University of Nevada Reno. This amendment extends the termination date from December 31, 2016 to December 31, 2017, increases the maximum amount from \$24,675.00 to \$49,350.00, and updates the Scope of Work 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:	\$24,675.00	\$24,675.00	\$24,675.00	Yes - Info
2. Amount of current amendment (#1):	\$24,675.00	\$24,675.00	\$49,350.00	Yes - Info
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$49,350.00 12/31/2017			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



Funding will provide financial support and technical assistance for the curator at the Herbarium to continue to perform the important plant identification functions of this collection.

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

NDOW does not employ a curator.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Another Governmental Entity - NSHE 17.5% 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?

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, the Department of Wildlife utilizes this vendor and they have met our needs 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	dwendell	12/08/2016 15:52:05 PM
Division Approval	Igleason	12/08/2016 16:23:56 PM
Department Approval	eobrien	12/09/2016 11:36:51 AM
Contract Manager Approval	dwendell	12/12/2016 11:02:22 AM
Budget Analyst Approval	dstoddar	12/14/2016 11:19:05 AM

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

Date: February 21, 2017  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Curtis Palmer, Budget Analyst *CP*  
Budget Division  
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 321.5954, the Department of Conservation and Natural Resources, Division of State Lands is submitting a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program.

Additional Information:

The report covers the 2nd Quarter of Fiscal Year 2017. There were no transfers of lands or interests in lands this quarter and there were no acquisitions of lands or interests in lands during this quarter.

Statutory Authority:

BOE approval required pursuant to NRS 321.5954.

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

BRADLEY CROWELL  
*Director*

Department of Conservation  
and Natural Resources

CHARLES DONOHUE  
*Administrator*

BRIAN SANDOVAL  
*Governor*



State Land Office  
State Land Use Planning Agency  
Nevada Tahoe Resource Team  
Conservation Bond Program -Q1

*Address Reply to*

Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701-5246  
Phone (775) 684-2720  
Fax (775) 684-2721  
Web [www.lands.nv.gov](http://www.lands.nv.gov)

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**Division of State Lands**

January 5, 2017

**MEMORANDUM**

TO: James R. Wells, Clerk  
Nevada State Board of Examiners

FROM: Charles Donohue, Administrator  
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND  
LAKE TAHOE MITIGATION PROGRAM – 2nd QUARTER FY 2017  
BOARD OF EXAMINERS MEETING DATE OF MARCH 14, 2017**

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Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program shall be reported quarterly to the State Board of Examiners. The enabling legislation is listed below. **There was no activity under the Tahoe Basin Act.**

**Lake Tahoe Mitigation Program:**

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending December 31, 2016.

- There were no acquisitions of lands during this quarter.

In the event you have any questions or would like additional information please call me.

CD/bs

cc: Bradley Crowell, Director, Department of Conservation and Natural Resources