

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: 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

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 December 19, 2016 and January 10, 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:
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
Total	15	\$375,589

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.

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

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)

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.

9. Leases (For possible action)

10. Contracts (For possible action)

11. Master Service Agreements (For possible action)

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.

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.

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.

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)

16. 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. 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

Agenda Posted at the Following Locations:

1. Bladell 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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Phone: (775) 684-0222 / Fax: (775) 684-0260

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MINUTES

Date and Time:

December 19, 2016, 9:00 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
Secretary of State Barbara Cegavske
James R. Wells, Clerk

OTHERS PRESENT:

Dr. Georgene Chase, Member of Public
Janet Walford, Member of Public
Justin Mandell, Member of Public
Dr. Scott Brooksby, Member of Public
Dr. Adrian Ruiz, Member of Public
Dr. Erika Smith, Member of Public
Felipe Paleracio, Member of Public
Alan Boyer, Member of Public
Michael Koch, Member of Public
Tina Tsou, Member of Public
Dawne Williford, Member of Public
Chris Ferrari, Member of Public
Nahid Mohammadi, Member of Public
Nancy Katafias, State Tort Claims Manager, Attorney General's Office

Matthew Milone, University of Reno, School of Medicine
Bryan Nix, Appeals Officer, Victims of Crime Program
Ron Knecht, Controller, State Controller's Office
James Smack, Chief Deputy Controller, State Controller's Office
Marta Jensen, Acting Administrator, Division of Healthcare Financing and Policy
Betsy Aiello, Deputy Administrator, Division of Healthcare Financing and Policy
James Dzurenda, Director, Department of Corrections
Terry Reynolds, Deputy Director, Department of Business and Industry
Lynda Parven, Deputy Administrator, Employment Security Division
Cory Hunt, Northern Regional Director, Governor's Office of Economic Development
Amy Roukie, Deputy Administrator, Clinical Service, Division of Public and Behavioral Health

1. Call to Order / Roll Call

Governor Sandoval called the meeting to order.

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)

Dr. Georgene Chase introduced herself and she made the following comments: I've been a licensed dentist in the State of Nevada since 1991. I also hold licenses in New York and California and Washington. I graduated from USC in 1991, UCLA in 1992 and UW in 1990. I also graduated from UNR in 1988—1987. I am an educated woman and I have been persecuted by the Boards at the hands of John Hunt and I think in lieu of a possible Class Action Lawsuit by the wronged dentists that we might want a Grand Jury Investigation into the activities. When I came back to get my license in this state, the Board of Examiners was asking for dentists to have qualified at a higher level than the National Board standards. I came back to the Legislature and fought because it was being an interpreted law. It was not a law as written or intended. The average accumulated score that the State of Nevada wanted was an 85. The Dental Boards were interpreting this to be an 85 on Part 1, and 85 on Part 2. My Part 2 was up in the 96th percentile and my Part 1 was an 81. When you average those two together, I was qualified to take our exam. They were not going to let me take my exam. I came up, did an all-nighter, testified in the Legislature and the Legislature made what they call the Georgene Amendment and let me take my licensing exam.

It has been an uphill battle to keep my professional life in this state since that day. I'm just telling you that John Hunt leads the Board around by the nose, he is not there to advise or supervise. He is there to dictate. On my first punitive event with the Board, which did not occur until 2012, they had a stipulated agreement prepared before I ever walked into an informal hearing where I had brought two boxes of research to validate my findings and what I was doing. I was never allowed to present that information. They had trumped up charges on an internet malfeasance ad that was not placed by me. I changed it that day, I had paid back \$14,000 to

patients and was told that this would all go away. It did not go away. That's all I have to say today.

Janet Walford introduced herself as a patient of Dr. Georgene Chase. She stated the following: *I'm a little nervous so I'm going to read what I wrote. As a patient and a consumer in this State, dentistry seems like it has no options. I have severe allergies and I'm allergic to pine resin which is [tape cut] throughout dentistry. Everyone just wants to do crowns and root canals on me and that doesn't work for my particular body unless I have someone that is super advanced in their ability to review my Clifford Test and know what works in my body.*

The dentists are afraid in this state to offer the science of care instead of just the standard of care, which this community only has one standard and that's to do these crowns and root canals and I really need other options with this system. Thank you.

Justin Mandell made the following comments: Attachment A

Governor Sandoval noted he did not want to relitigate the case today and noted that he had a signed copy of the settlement agreement. He asked Mr. Mandell if he fully agreed to the settlement. He noted that Mr. Mandell is represented by Counsel. The Governor wanted it clarified that Mr. Mandell is accepting the settlement agreement and he is in acceptance of the terms and conditions. Mr. Mandell noted that he has yet to receive everything in terms of the non-intangibles. He said his purpose of attending today was really to point out what happened and what goes on at the University of Nevada School of Medicine particularly at the Department of Surgery and really that any settlement will not make up for what was done to him and what was done to his career.

Governor Sandoval appreciated that and stated that he doesn't want to minimize that in any way. He further stated that he's read the documents and has copies of settlement which was signed. He has read a memo from the Attorney General's Office which is a recommendation to accept the settlement. He asked Mr. Mandell again if he accepted the terms and conditions of the settlement. Mr. Mandell answered, potentially but he does not think it's a fair and reasonable settlement. Governor Sandoval acknowledged that and stated, *by signing the agreement you are stating that.* Mr. Mandell agreed.

Mr. Mandell added, *these non-intangibles, which again, I know that you may not be familiar with the complete case. The University has said, you know, these will really help you. These will move along your career. This will help you move past this and every time that I don't do it directly but my attorney does, every time that we want to get these letters of recommendation, these non-intangibles, to really help my career, Ms. Arias of the University School of Medicine fights us on every word, every sentence. I've been fighting the University for seven years. And I agree with you, I'm not here to relitigate the case but it just continues to be a fight, even to get these non-intangibles that the University said they would give me on this agreement. I just want them to do the right thing.*

Governor Sandoval stated, we all want to do the right thing. He further stated, if he was the Judge, he would be canvassing on this settlement agreement to make sure that Mr. Mandell is going into it with your eyes wide open and that he fully understands all the provisions contained within that agreement and he accepted and understands them. *What I'm getting from you today is perhaps, not really.* The Governor said that after today. He also added that he didn't know if there's been a dismissal of all claims in this case and if there's been a notice of dismissal with prejudice. Mr. Mandell noted he wasn't sure. He knows there was an order filed and the five-year limit was waived, obviously barring any approval by the Board of Examiners.

Governor Sandoval noted, this was a release and waiver of all claims. He further stated, *there's nothing in here that prevents you from saying what you've said today and this is a forum for you to be able to express some frustration. What you've been through and I'm happy to listen to all those, but I just want you to understand that, once we accept this recommendation, the case is done. Again, it's not my job to advise you. There's an obvious emotional cost to all of this and I'm sure you want to get this put behind you. This will help do that. If there are some outlying—if there are some ongoing issues that you're not happy about, today would be the day to bring that up.*

Mr. Mandell stated *I think the major issue is the intangibles. I would hope that you would implore Ms. Arias and the University of Nevada to really do the right thing and to really make sure that we—that the University presents the best letter of recommendation possible from Dr. Bar-on. I really, truly implore you to look at these individuals that have been involved with this. Again, I sincerely, sincerely hope that this never happens again to anyone. I think it will continue if it's just looked at as an agenda item, as you know, something we throw money at and it goes away. Students spend years of their life, hundreds of thousands of dollars to become physicians, to become educated and this has been a dark cloud. I am not exaggerating that every interview that I walk into, every—every interview, even now that it's or eventually will be "as it never occurred", everyone goes, tell me what happened at Nevada.*

Governor Sandoval noted he's not denying that. *We're about to listen to some testimonies from some other folks here who have been through some matters with one of the Boards and they're unhappy with the outcomes. That's why today, I'm asking you, that you entered into this settlement agreement and fully accept its terms and understand its terms and what it means going forward. You won't get to open this back up again.* He added, again, *I want you to make sure, when you walk out this door today, in terms of your dispute with the University, School of Medicine is finished, for all intents and purposes. The case is not settled. It says, "the case shall be dismissed with prejudice, via stipulation order with each party to bear their own fees and costs within three business days of the settlement payment clearing the banking process".* The Governor noted that this has not happened because the Board had not approved the settlement. It's recommended that the Board approve

this. Governor Sandoval asked Mr. Mandell to take a private moment and think it over. Mr. Mandell agreed.

Governor Sandoval noted there were several speakers in regards to the Dental Board.

Scott Brooksby introduced himself and provided written comments. See Attachment B.

Governor Sandoval asked Mr. Brooksby to leave a copy of the letter with staff. Dr. Adrian Ruiz introduced himself and provided comments. See Attachment C.

Dr. Erika Smith introduced herself and provided comments. See Attachment D.

Dr. Felipe Paleracio introduced himself and provided comments. See Attachment E.

Governor Sandoval noted, for those providing public comment, if a statement is being read, it would be very helpful for purposes of the record if a copy of those statements could be left with staff.

Dr. Alan Boyer introduced himself and provided comments. See Attachment F

Governor Sandoval asked Mr. Boyer to clarify the very beginning of his statement where he said that he was forced to stand at the Board of Examiner's meeting. Was that the Board of Examiner's Meeting or was that at the Board of Dental Examiner's Meeting? Mr. Boyer stated it was the Board of Dental Examiners. Governor Sandoval stated he wanted that clear for the record.

Dr. Michael Koch introduced himself and provided comments. See Attachment G.

Tina Tsou introduced herself as the Secretary of the Las Vegas Dental Association. She provided comments. See Attachment H.

Dawne Williford provided comments. See Attachment I.

Chris Ferrari, representing the Nevada Dental Association, stated for the record that *he wanted to clarify for the record that the Las Vegas Dental Association is in no way affiliated with the Nevada Dental Association. Some of the items being brought up today are very, very serious obviously and from a Nevada Dental Association perspective, we would offer our membership and any information we can provide to you as you perform your review of the State Board of Dental Examiners and would like to be fully cooperative in that manner.* The Governor thanked Mr. Ferrari.

Nahid Mohammadi stated: *I'm a dentist in Nevada since 2000. I moved to Las Vegas from 2000 and I graduated from the University of Southern California. As all of my colleagues, they have spoken and I have the same shared fear for the future that how I can practice here further on due to the fact that if my patient receives a wrong bill, how in which regard I have been guilty of it and since back to nine years, I don't know what I have done wrong and I get punched for it. Please help us that this can be stopped in any moment and him and his members and his office, everything that they can and they harming the dentists in Nevada. Thank you so much for your time.*

Fred Voltz provided comments. See Attachment J

3. Approval of the November 8, 2016 Minutes (For possible action)

The Attorney General moved for approval of the November 8, 2016 minutes. The Secretary of State 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.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Colorado River Commission	2	\$110,949
Department of Public Safety – Highway Patrol	2	\$72,457
Total	4	\$183,406

Mr. Wells explained, this item requests four vehicles. The first two are for the Colorado River Commission to purchase two pickup trucks with utility bodies to replace two SUVs for the Commission's operation and maintenance of the High Voltage Transmission and Distribution System. The second request is from the Department of Public Safety to purchase two new police interceptor units to replace units which were totaled in accidents. The funds for these vehicles are coming from the Crash Fund category in their budget which is funded with insurance recoveries.

The Attorney General moved for approval of the State Vehicle Purchases. The Secretary of State seconded the motion. The motion passed unanimously.

5. Approval to Pay Stale Claims (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 State Claims are being submitted to the Board of Examiners for approval:

A. Department of Education - \$253,210

The department requests approval to pay \$253,210 from the Distributive School Account for a 2016 accounts payable to the Coral Academy of Science in Las Vegas.

B. Department of Education - \$286,528

The department requests approval to pay \$286,528 from the Distributive School Account for a 2016 accounts payable to the Coral Academy of Science in Reno.

C. Department of Education - \$441,898

The department requests approval to pay \$441,898 from the Distributive School Account for a 2016 accounts payable to the Washoe County School District.

D. Department of Education - \$174,215

The department requests approval to pay \$174,215 from the Distributive School Account for a 2016 accounts payable to the Quest Academy Charter School in Las Vegas.

E. Nevada System of Higher Education - \$64,619

The system requests approval to pay \$64,618.95 from the State Claims account for a 2016 invoice to the Nevada System of Higher Education – UNLV Sponsored Programs.

Mr. Wells stated that there are five requests to pay late invoices pursuant to NRS 353.097. The first four invoices are from the Department of Education from three charter schools and one school district to true up fiscal year 2016 Basic Aid to Schools payments. Funds in this program balance forward and the claims will be paid from the Balance Forward Funds in the Distributive School Account in fiscal year 2017. The fifth invoice is from the Nevada System of Higher Education to reimburse the University of Nevada, Las Vegas for expenses incurred for special projects which should have been paid from the system sponsored program budget account in fiscal year 2016. The invoices were submitted after year-end cutoff and the account did not balance forward funds and those funds were reverted to the General Fund. The University system did revert sufficient funds to cover the cost of this claim and the claim will be paid from the State Claims Account if it is approved. There are representatives from the Department and System available to answer any questions.

Governor Sandoval noted that this has come up in previous meetings. The issue, partially perhaps, was with communication in terms of the entities understanding what the deadlines were. He asked if there had been any correspondence or perhaps telephonic communications or personal meetings with regard to making sure that all of the respective schools and school districts are aware of what the deadlines are for timely submission of the claim. Mr. Wells stated that they have had some conversations with the Department of Education regarding the timing of the payments. These particular payments relating to the year-end cutoff were not necessarily timing. There were some errors in the calculations of the adjustments that occur right on the very last day that they can process the adjustment/payments. The sales tax comes in on or around August 25 or 26. The payments are due on August 28 so they can get in the system. There was just some timing issues and some errors that were created. These are correcting those errors. Governor Sandoval stated that's a discussion for another day with regard to the narrowness of that time period to determine what the amounts are.

The Attorney General moved for approval. The Secretary of State seconded the motion. The motion passed unanimously.

6. Approval to Pay a Tort Claim Pursuant to NRS 41.036 (For possible action)

Claimant:	Kemp and Kemp Attorneys at Law and Justin Mandell
Claim No.:	TC 17801
Settlement Amount:	\$550,000

Governor Sandoval asked for the input of the other Board Members. He added he didn't know what the jeopardy would be to continue this matter for another month. He went on to say that he didn't want Mr. Mandell to feel any pressure in terms of finalizing the agreement. He noted that if this is approved then that stipulation for dismissal gets filed with the court. He further added, the other thing that he is troubled by is, Mr. Mandell counsel is not in attendance today. The Governor said that he thinks that it would be in Mr. Mandell's best interest to have an opportunity to review and reflect the contents of that settlement agreement, given what the testimony that he provided in public comment. Also, that he have a full and fair opportunity to sit down with his counsel and discuss the settlement one more time. The Governor said that he would feel better, approving this after Mr. Mandell's has had an opportunity to do so. The Governor said that he was more than happy to receive input from the other Board Members.

The Attorney General recommend, if available, to have Mr. Mandell contact his counsel before the end of the meeting and perhaps then the Board can try to bring this agenda item forward at the end of the meeting.

Governor Sandoval stated that he wanted to listen and be sensitive to Dr. Mandell. The Board only has a copy of the settlement agreement and release of all claims. He noted that there has been a lot of hard work and negotiation that's gone on into this,

but it's clear today that for lack of a better way to put it, Mr. Mandell is not all the way there with this and with the fact that his attorney is not here, caused the Governor some concern. The Governor asked for the staff from the Attorney General's Office to give the Board a little more perspective on the agreement.

Nancy Katafias, Tort Claims Manager, Attorney General's Office, and Matthew Milone, University of Nevada, Reno, School of Medicine, came to the witness table in Carson City and in Las Vegas, Mistee Arias Galicia, Assistant General Counsel of University of Nevada, Reno, School of Medicine.

Mr. Milone pointed out the timing that the trial in this matter and the date actually agreed to in the settlement was in January of 2016. The parties entered into mediation, a settlement conference with retired Judge James Bixler, negotiated through a settlement conference through most of the month of December 2015 and ended up reaching a settlement on the night after jury selection. Since that time, he said that they have worked on the contents of the settlement agreement and appeared before Judge Kirschner, in Las Vegas in September or last August and she again confirmed the terms of the settlement agreement at that time.

He further added, that he understood the Governor's hesitancy and will respect whatever decision is made. Mr. Milone pointed out there are some terms in the settlement agreement that are based on particular dates that if this were to continue to the next meeting would need to be altered.

Governor Sandoval appreciated the comments and added he knows a lot of time and effort on both sides has been put into this. At least from Mr. Milone remarks, he said there's still light in terms of an opportunity for Dr. Mandell to choose to go ahead and litigate this. The Governor asked that as part of Mr. Mandell's appearance before the mediator and the District Court Judge was there a canvassing with regard to this settlement agreement.

Mr. Milone stated at the last hearing, the Judge confirmed the terms of the settlement that were reached. The entire issue was a motion to confirm settlement that was placed before the Judge. Dr. Mandell was there represented by counsel as was the University. The Judge went through the different terms of the settlement and issued an order confirming that the settlement agreement is what is before you today. That issue was brought before the Judge. She had a hearing on it and made a ruling, issuing an order confirming the settlement and terms.

Governor Sandoval asked, was it Mr. Milone's position that there is not an opportunity today to essentially undo the stipulation and settlement agreement and that the question before this Board is whether this is a full and fair settlement on behalf of the State or the University System. Mr. Malone stated, the payment of the settlement was always contingent on approval of the Board of Examiners. That was always a contingency built into the settlement agreement. The terms of the agreement have been brought before the Judge, after negotiation and she has issued an order from

the judicial process that it was confirmed. Again, ultimately this is contingent on Board approval.

Governor Sandoval noted he understood and he didn't want to undermine the process before the District Court Judge. He went on to say that the Board only has five pages whereas the District Court Judge would've had the entire record before her. The Governor wanted to make sure that he had an understanding of what the breadth of the authority of this Board was to this. He went on to say that what he was getting from Mr. Milone is it is a question of whether this settlement agreement was fair and that the parties went into it with a full understanding of its terms and conditions. The Governor stated that he is sure that there was a question asked whether there was any duress associated with entering into the agreement, which was asked and answered at the time of that hearing. Mr. Malone confirmed.

Governor Sandoval stated, again, the question here today for the Board is whether this is a full and fair settlement on behalf of the State. Mr. Malone stated that would be his position, yes.

Governor Sandoval asked Mr. Malone to make a record. Mr. Malone stated *as you can see from the discussion we've already had that this was a long and difficult case. Dr. Mandell joined the school in November 2013 and the case had already been proceeding for several years. He continued, we have several reasons we believe this settlement was advantageous to the State including, as Dr. Mandell stated, that he was seeking to become a plastic surgeon so the potential damages were high. We saw that there were multiple claims issued including after summary judgment, the total number of tort claims was reduced from 43 to 17 but there were still 17 tort claims outstanding, stretching across multiple defendants. Dr. Mandell and his counsel had previously indicated that regardless of the result, they were likely to appeal the remaining claims that were dismissed. If the result had gone against the State we would've likely appealed as well. The Defendants in this case or the witnesses, in this case, were made up of mostly surgeons whose time away from their practice and their patients would've been both a harm to the educational process of the state, been a significant cost to the state, as well as deny patients their access to care. We believe these are amongst many of the factors that made this an advantageous settlement. As I said, it was well negotiated through a settlement conference judge. We communicated with the Tort Claim Office throughout the settlement and reached this, ultimately after the jury was sworn but before opening argument. Again, we went back to the Judge and confirmed terms of the settlement.*

Mr. Malone added that this was something that was well thought out and well considered before it was reached.

Governor Sandoval asked Mr. Malone if he believes this is in the best interest of both parties, in terms of resolving this case as presented here. Mr. Malone confirmed he did.

Governor Sandoval stated, Dr. Mandell you're in the audience. He reiterated that he needed to hear from Mr. Malone and the Tort Claims Office with regard to what the process was up until today. The Governor went on to say that learning there was a court hearing with the District Court Judge where essentially that Judge did a much better job of what I'm doing today in terms of making a record to ensure that both parties went into this agreement with their eyes wide open. There wasn't any duress. That there was a full opportunity to be advised by counsel and in fact, counsel was present at the time of that hearing to go through the settlement agreement. The Governor said that he was comfortable that the process that has led to today has been full and fair and given both parties the opportunity to be fully heard and have all their issues considered. He went on to say for those reasons, that he was comfortable in proceeding today with regard to taking a vote on agenda item number 6.

The Attorney General moved to approve the payment of a tort claim pursuant to NRS 41.036, in the amount of \$550,000 as presented in agenda item number 6. The Secretary of State seconded the motion. The motion passed unanimously.

7. State Administrative Manual Changes (For possible action)

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

1. 0200 – Travel
2. 1300 – State Vehicles
3. 3600 – Retirement

Mr. Wells explained item 7 is three more chapters in the State Administrative Manual. The first chapter, Travel Chapter 0200 does a few things. It first clarifies circumstances where the Board of Examiners must approve an agency travel policy to include the payment of per diem within 50 miles of a principle duty station and also a lessor per diem for employees who camp in or outside of established campgrounds. It also clarifies that the State may withhold delinquent amounts that are due to the state-sponsored travel credit card from employees' paychecks if the employee's bill is not paid timely pursuant to NRS 281.1745. It clarifies the minimum documentation necessary for the reimbursement of moving expenses for new and transferring employees. It cleans up language, removes duplicative language and consolidates several sections into single sections for eligible reimbursements as well as for moving expense reimbursement.

The second chapter is Chapter 1300, State Vehicles. This clarifies information regarding the home storage of vehicles including the addition of several federal resources regarding the taxability of those who have home stored vehicles, as well as that the information regarding home stored vehicles must be provided to the Department of Administration instead of the Governor's Finance Office. It revises the vehicle replacement policy from seven years and 100,000 miles to 10 years and 100,000 miles for sedans and 10 years and 125,000 miles for sport utility vehicles,

pickups, and vans. It also requires agencies that are requesting an alternative replacement policy, that policy must be approved by the Board of Examiners and this section also removes certain language that already exists in statute, cleans up certain language and removes duplicative language, as well as consolidates several sections into a single section for vehicle replacements and also reorders many of the sections for a better flow of information.

Chapter 3600 is the Public Employees Retirement System or the retirement section. This section eliminates most of the information regarding individual benefits and eligibility provisions for employees and retirees which should be obtained directly from PERS as well as information about the operations of PERS as an agency and refers readers directly to PERS or the PERS website for the most current and relevant information for their specific circumstances. It also cleans up language, removes duplicative language and consolidates several sections into a single section for retirement funds and it also reorders many of the sections for a better flow of information.

Mr. Wells concluded by saying upon approval, the reordered sections will be appropriately renumbered before the final version is posted to the website.

Governor Sandoval asked what state agency was responsible for the changes that we have today and what prompted the changes. Mr. Wells explained, most of the changes in Chapter 0200 came from the Governor's Finance Office. Chapter 1300 proposed changes were from Fleet Services management with the Department of Administration and Chapter 3600 were from the Governor's Finance Office. Mr. Wells went on to say that this is part of an ongoing effort from the Governor's Finance Office to clean up the State Administrative Manual after the split of the Department of Administration and the Governor's Finance Office. There is old language in many of the chapters that hasn't been updated for a very long time. As time permits, my office will continue to go through chapter by chapter and working with the respective agencies to clean up the language.

Governor Sandoval asked if this was the product of interaction with the respective state agencies that are affected by this and they've had a full opportunity to respond to the changes. Mr. Wells confirmed and added that the Governor's Finance Office posted these proposed changes 30 days in advance of the Board of Examiners meeting. Several responses were received, specifically to the Chapter 0200, Travel section. A couple of clarifications were made based on the comments that we received.

The Attorney General moved for approval the changes. The Secretary of State seconded the motion. The motion passed unanimously.

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

A. Department of Education

Pursuant to NRS 333.705, subsection 1, the department requests approval to continue to contract with former employee, Daphne DeLeon, to assist with the Nevada Ready 21 program through the completion of the program on June 30, 2017.

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

Pursuant to NRS 333.705, subsection 1, the division requests to contract with former employee, Lisa Godenick, to assist with program implementation, grant management and fiscal monitoring of the Teen Pregnancy Prevention Program. It is anticipated that she will work 40 hours per week effective January 1, 2017 to June 30, 2017.

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

Pursuant to NRS 333.705, subsection 1, the division requests to contract with former employee, Christine Salvo, provide face to face and telehealth services for children and families statewide through the Rural Mobile Crisis Response Team. It is anticipated that she will work up to 20 hours per week effective December 19, 2016 to September 30, 2018.

D. Department of Transportation – Right-of-Way

Pursuant to NRS 333.705, subsection 1, the department requests to contract with former employee, Paul Saucedo, Division Chief of the Right-of-Way Division, to provide coordination with utility companies and railroads on division projects. Mr. Saucedo is an employee of Atkins North America.

Mr. Wells said agenda item 8 includes four requests to contract with current and/or former employees pursuant to NRS 333.705, Subsection 1. The first request is from the Department of Education to continue contracting with a former administrator of the Nevada State Library Archives and Public Records Division of the Department of Administration. This individual will assist with the roll out of the Nevada 21st Century Technology Program. The Department received a favorable recommendation on their use of the emergency provisions for contracting with a former employee at the November meeting and is requesting to extend the end date of the contract from January 12, 2017 to June 30, 2017 at which point this particular program will terminate. The contract continues at a rate of \$57.69 per hour.

The second request is from the Department of Health and Human Services, Division of Public and Behavioral Health, to contract with a former University of Nevada, Reno student worker to assist in implementing, managing and monitoring the personal

responsibility education program grant, as well as to supervise the contracted positions for the abstinence education grant program. The contractor will be employed through a temporary employment agency and will work 40 hours per week for the period of January 1, 2017 to June 30, 2017 at a proposed rate of \$22.48 per hour.

The third request is also from the Division of Public and Behavioral Health to contract with a former part-time substance abuse counselor who will provide face-to-face and telehealth services for children and families through the Rural Mobile Crisis Response Team. This contractor will work approximately 20 hours per week for the period of December 13, 2016 to September 30, 2018 at a proposed rate of \$28.35 an hour.

The final request is from the Department of Transportation, to allow a contracted vendor to use a former employee on a project awarded to the vendor for utility coordination services throughout the State. The former employee retired in December of 2015 and did not have any influence or authority over the contract with this particular vendor.

The Attorney General moved to approve the authorization to contract with a current and/or former employee as presented in agenda item number 8. The Secretary of State seconded the motion. The motion was passed unanimously.

9. Victims of Crime Fiscal Year 2017 1st Quarter Report and Fiscal Year 2017 2nd 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 first quarter fiscal year 2017 Victims of Crime Program report states all approved claims were resolved totaling \$3,558,473.90 with \$1,134,679.62 paid out of the Victims of Crime Program account and \$2,423,794.28 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$16.7 million to help defray crime victims' medical costs. Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 2nd quarter of FY 2017.

Mr. Wells explained, pursuant to NRS 217.260, the Board of Examiner's is required to estimate the available revenue and anticipated claims costs for the State Victims of Crimes Program. This item includes a report on the claims paid in the first quarter of fiscal year 2017, as well as a recommendation to pay Priority One, Two and Three claims at 100% for the second quarter of Fiscal Year 2017. The program anticipates having a reserve at the end of the second quarter of approximately \$16.7 million, after covering these expenses and a 45-day operating reserve. Governor Sandoval stated

there is a pretty substantial balance, it's \$15,661,000. Bryan Nix, Appeals Officer with the Victims of Crime Program, stated that it was just a few years ago where the reserves were at zero. A large part of the reason the reserve is so large is that Medicaid is now paying the victims' claims. Mr. Nix said that this year his office even gave up some of the revenue streams so that the reserve doesn't continue to build. He said that was the basic bottom line. With Medicaid paying these bills, his office is no longer able to.

Governor Sandoval noted he did not want to give the impression that this is a bad thing. Bryan Nix stated, it's not a bad thing but his office is a little disappointed because they used to pay between \$8 million to \$10 million a year in claims. They are now paying \$3 million in claims.

Governor Sandoval asked if Medicaid subrogates or seek to seek reimbursement of any of those payments that they make from your office. Mr. Nix stated, they have a right to subrogate but currently they're paying them before this office has a chance. And, Medicaid is paying retroactively.

Governor Sandoval noted, that might be a conversation for another day. Mr. Nix stated that's something that his office would like to explore although he's not an expert in Medicaid law.

The Attorney General moved for approval. The Secretary of State seconded the motion. The motion was passed unanimously.

10. Leases – Attachment Exhibit 1 (For possible action)

Mr. Wells said that there are eight leases in Exhibit 1 for approval by the Board this morning and no additional information has been requested by any of the Members on these eight items.

There were no questions. The Attorney General moved to approve Leases 1-8 as presented in agenda item number 10. The Secretary of State seconded the motion. The motion was passed unanimously.

11. Contracts – Attachment Exhibit 2 (For possible action)

Mr. Wells stated that there are 36 contracts listed in Exhibit 2 for approval today. Contract number 5 between the State Public Works Board and Van Woert Bigotti Architects has been withdrawn by the agency and will be brought back at a later date. Contract number 29 between the Department of Public Safety, Highway Patrol Division and Taser International has also been requested to be withdrawn.

Mr. Wells noted, Members have requested additional information on the following: Contract number 3 between the Office of the State Controller and CGI Technologies. Contracts 15, 16, 17 and 18 between the Department of Health and Human Services,

Healthcare, Financing and Policy Division and Aetna Better Health Nevada, Amerigroup Nevada, Health Plan of Nevada and Silver Summit Health Plan; these are the Managed Care Organization contracts. Contract number 33 between the Department of Employment, Training and Rehabilitation and the Department of Business and Industry. Contract number 36 between the Department of Administration, Victims of Crime Program and Cost Containment Strategies.

Governor Sandoval noted he wanted to add Contract number 6. Mr. Wells stated that no one was present at the meeting as they were attending the grand opening for the Sahara Building.

The Attorney General noted, if 36 was being held only on his account, he would like to lift that.

Governor Sandoval proceeded with Contract number 3 which is between the Controller's Office and CGI Technologies and Solutions.

Mr. Wells summarize the contract along with the amendment. The purpose of this contract is to automate parts of the debt collection process in an attempt to improve the collections rate for the debts that are owed to the State of Nevada.

This is the second amendment to the original contract which is necessary because the annual maintenance fees totaling \$677,000 was not included in the original contract maximum. This amendment includes those maintenance costs for both the custom-built database as well as the CGI application which is used to perform data matches with third-parties to generate additional collections of delinquent debts that are owed to the State. The maintenance of the custom-built database was never included in the original contract.

The amendment also extends the end date from September 8, 2018 to March 8, 2022. This recognizes the delays in getting the system operational and that the anticipated collections on which the original contract was based are likely to be lower than previously projected. Since the contract is based on paying CGI a percentage of the additional amounts collected above the baseline amounts collected prior to the system implementation, the reduction in anticipated collections requires additional time for CGI to recoup its investment in the system.

The final \$191,942 above the maintenance fees that is included in this amendment is needed to fund an additional six weeks of programming and support, as well as an additional upgrade to the third-party software that's used to run the system. Part of this is necessary to meet state cyber security requirements that resulted in the work stoppage of this project in May 2016. The payment also includes on-site support and knowledge transfer in preparation for the implementation of the system into production in the first quarter of 2017.

Mr. Wells said that the Governor's Finance Office worked jointly with the Controller's Office and CGI to negotiate the details of this amendment. It is expected, based on

these negotiations and the revised timeline and roles and responsibilities in the amended statement of work, the system will be operational in early March and should start to show a return on investment shortly thereafter. CGI and the Controller's Office staff have been working together to prepare to restart the work on the system in anticipation of this amendment being approved today.

Mr. Smack, Chief Deputy State Controller's Office, and Controller Knecht were at the witness table and Governor Sandoval asked if they wished to add anything to the record. Controller Knecht said that his office is in support of the second amendment to the CGI contract dated September 2014.

Governor Sandoval noted this Board is very aware of this contract. He said that he was happy to hear that the issues have been resolved between the Controller's Office and CGI and now we can be apparently in March, back in the business of collecting debt. Mr. Smack thanked the Governor for his support and also thanked Director Wells for his assistance in this matter.

Governor Sandoval moved to Contract 6 and noted that there aren't representatives from the Department of Motor Vehicles because the DMV is opening a brand new building in Las Vegas. Obviously, this is one of those touch points for the public that practically every adult in Nevada has some type of interaction with the Department of Motor Vehicles. He said that he hasn't seen the building yet but he intends to in the near future. He also added that the opening has gone very smoothly and it has all the latest and greatest technology and services to be able to provide a positive experience for the public that goes to the DMV.

Governor Sandoval moved to Contracts 15, 16, 17 and 18. He noted, obviously this is a massive contract \$7,598,968,175. He asked for a history of the process. He noted, these are new providers, managed care providers in the Medicaid system and asked where we were, what the process was and what it will look like going forward.

Marta Jensen, Acting Administrator for the Division of Healthcare, Financing and Policy, explained, currently we have two managed care contractors, HPN and Amerigroup are current partners. Their contract is due to expire June 30, 2017. What we started with is an RFP earlier this summer looking at our managed care. We do have the two projects that are going concurrently but this one is for the actual contracts to begin July 1, 2017.

This time what we did is, we improved the RFP and put in a lot of additional measure such as pay-for-performance or quality incentive payments. We've strengthened the sanction language so we do have some teeth, should things not go as we had planned. We've also looked at the managed care as a whole in the state. When we started this several years ago, I want to say before the ACA came on board, we had 323,000 members statewide. That's December 2013. We currently have 660,000 approximately across the state. 70% of these individuals are in managed care so that market has grown considerably.

Now, our managed care is currently in the urban areas of Clark County and Washoe County and that has not changed. With the current contracts, we have now selected four vendors, which we're very pleased about. We have our two existing which is HPN and Amerigroup. They'll continue with us after July 1st. Then we also have two new partners with us. That would be Aetna and Silver Summit which is also known as Centene Corporation.

What this does, by having additional Managed Care Organizations (MCOs), it's a benefit to the recipients because it gives them a greater choice. With managed care, they have to follow the fee-for-service market the state plan services, but they also have an opportunity to do value-added benefits, add additional services that are not necessarily Medicaid covered services, but can be offered to the population. By having these additional MCOs, it allows the recipients to now choose between four plans what will better serve themselves and their families. We heard a lot of comments from the provider sector indicating that they also wanted greater choice in managed care.

By having the four plans it also allows the provider base to also choose if they want to do business with one, four—it's up to them. That also allows them some different opportunities within their negotiations and contracts.

That's kind of where we've come. We're hoping July 1, 2017 with the approval of these contracts that we're going to do a very well versed education program. It's not a marketing—we're not marketing one plan over the other. We think they're all great or we would not have selected them. What we're trying to do is educate the recipient base to tell them what's happening. What is the open enrollment period? What does that look like? How can you change plans if you're interested? You don't have to change plans. If they're totally satisfied with what they have, they can stay with that plan for the duration. We're planning on just educating them.

Now the individual managed care companies can market their products, which we expect them to do starting April 1, 2017. That's the actual open enrollment period. We expect them to do their marketing for that next few months to see what the plan is going to look like as of July 1st.

Going forward, these are four-year contracts. We did have the contract amount for each MCO is at the not-to-exceed and it's at \$7.5 billion, almost \$7.6 billion. The reason we did that that is the capitation payment. That is the maximum we can pay in capitation payments based upon our forecast with our recipient base. Rather than try and guess what the market was going to look like, we thought it was best to put that as the maximum on each contract because the members will select whomever they choose and it will be covered. We in no way see that we'll be paying \$7.6 billion four times.

Ms. Jensen further added she'd also like to recognize, this was a very arduous process, going through the RFP and everything else. She stated, with the help of Jeff Haag at the Purchasing Department and his staff, it was unbelievably smooth, which

is unheard of for contracts of this large nature. We worked in a great partnership with them and they helped us through this process immensely.

Governor Sandoval stated that we currently have the managed care in Washoe and Clark, subsequent to these contracts being approved, what is going to happen. He asked if there will be managed care and more access to services in the rural counties.

Marta Jensen explained, that piece is still under review. We did hire a consultant back in July, Navigent, who is looking at the market base right now. These contracts are strictly for those urban areas. They did not change the service package that we've had in the past with the exception that we did pull out the dental benefits. I can explain that a little bit in a moment. The plan itself, we're waiting for those recommendations to come back from Navigent. We've got their draft report on Friday night and so we're still kind of reviewing it quickly to see when we can publish that, what their recommendations are.

Governor Sandoval noted, as he knew she could appreciate, in some of the rural areas, there obviously is a need for more services and providers. He said that he is hopeful through this that we will have or they will have more opportunity to see, to actually have more providers in their respective communities. He asked if that could happen. Ms. Jensen responded it could. She added, *it's a little premature to say based on those recommendations but I will say, what we're also trying to do is promote some other programs within the Division, such as the telehealth, the paramedicine. We're trying to find other ways to help those rural communities. The providers that do provide an overall service, they can perform at the higher level of their scope and then we can engage other community partners to help with that access issue. We'll know more as soon as I can finish reading the recommendations.*

Governor Sandoval asked about telemedicine, that obviously this is going to be an important component, having at least access via telecommunication with regard to certain services. He asked if that will be enhanced. Ms. Jensen stated, *this is probably premature, but I'll tell you anyway, we're also looking at Project Echo which allows for—it's a national program that's started in several other states, but we are looking at that to see if it's viable for Nevada where we can also have specialists talk to those local doctors in the rural areas to enhance their skillset and understanding in those specialized areas because we are limited in those services statewide.*

Governor Sandoval asked about the marketing piece. He said there is a population of 660,000 total that are receiving Medicaid. He asked how do you anticipate that they will be marketing to the individuals.

Ms. Betsy Aiello, Deputy Administrator, Division of Healthcare, Financing and Policy was at the witness table and answered the Governor's question. She said that her agency *runs open enrollment processes annually and we're moving this open enrollment process up three months to start within April. What happens is the marketing materials that the plans develop do get looked at by the Medical Care*

Advisory Committee. They do an outreach through our open enrollment process. We will let the plans give the addresses to everybody that's on managed care during the open enrollment process and the plans will be able to mail and outreach with information to everybody that's in Medicaid Managed Care. Very similar to what happens in commercial markets, but we'll provide the information that way.

And so, if you're on Medicaid and you're in a managed care product, very likely each plan will send you information regarding their plan and why they think their plan is the plan you might want to choose with outreach numbers and that such thing. That's how the open enrollment process—and people can choose their plan for the start of July 1. Then there's a choice period where if someone decides, there's 90 days that oh my gosh, I chose a plan that I don't really want, after all, they can change for 90 days and then they're locked in for the year and there will be another open enrollment. Every year at open enrollment they'll get to choose a plan.

Throughout the year people join Medicaid. There's information provided on the plans and on our website where they can see the different options for each plan and how to get to the network so on the ongoing people can choose also.

Marta Jensen clarified for existing members they can choose to do nothing and they can stay with their existing plan, but what happens is when somebody goes into the Welfare Division or applies for Medicaid, if they choose no plan, they make no choice, then what we have is through our system, we're going to have an algorithm that will actually for those individuals that do not make a choice, will automatically select through random process the two new plans. We like to kind of balance the market if we could. That should go, I believe for about 12 months.

Governor Sandoval asked for clarification, if I don't select, you have that algorithm which essentially will assign you a provider but the incumbent providers won't be part of that, that only the new two will be part of that in order to balance the patient loads? Ms. Jensen confirmed and added that's for the first 12 months. After that, then the two incumbents would be included in that algorithm.

Governor Sandoval asked for further clarification of the policy to exclude the incumbent from being considered as part of the review when somebody doesn't pick a plan. Ms. Jensen stated we were told early on in the process that each plan would need approximately 100,000 members to be viable within the State. What we're trying to do is figure out, okay to make sure we can continue with those two and Nevada is viable for them, we wanted to make sure they had an opportunity to get those individuals. However, the individuals can still select if they are put into a plan within the first 90-days and then they make a choice to change to one of our incumbents, they can do that also.

Governor Sandoval noted, you mentioned they need that critical mass of 100,000 individuals. So, what if one of them doesn't reach that. Is there an escape clause for them to withdraw or do they have to provide if it's under 100,000? Ms. Aiello stated it's the regular contract clauses where they would have to give significant notice to

leave. Historically, our plans have had quite a bit less than 100,000. I can tell you when I started at Medicaid there were only 80,000 people in managed care. There were two plans. There should be ramp up time and ability to get ramped up time. We have historically used this algorithm when a new plan has come in also. It's state-of-the-art. When the questions came in from the plans, when they were doing the bidding, we indicated this would be the process to use because number one, federal regulation, we have to give individuals choice for their plan. Number one, they get to choose, we can't take someone out of a plan they want to be in and put them in another plan to balance them. It's the process we have used in the past.

Governor Sandoval noted, you said you had 80,000 individuals that were in managed care and obviously we've grown quite a bit from then. He asked wasn't the majority of that fee for service for the entire population of those receiving Medicaid at that time? Ms. Aiello responded when she started there were about 100,000 people in Medicaid and only about 20,000 were fee for-service. The moms and kids have always been the biggest population in the urban areas. So managed care was already in those areas. Maybe it was a little bit less but we had about 100,000. It was about 62% managed care but the managed care plans were running between 20,000 and 40,000 and 60,000 each at that time versus the 100,000. A buildup time is what very likely will have to occur. She thought the plans were very well aware of that because the division told them our limitations prior to the bidding.

Governor Sandoval asked when the enrollment period closed and when will they know how many each of these entities have enrolled in their respective business. Marta Jensen stated, *the open enrollment period begins April 1st and it goes through June 30th of 2017. Now, here's where it's going to get a little tricky. For individuals that come into Medicaid and they apply for services in between April and June, we only have two vendors April through June. They would have to select either one, Amerigroup or HPN. Then, if they so choose, starting July 1, they could choose one of those additional plans if they'd like.*

Secretary of State asked about marketing. Were just the two or all four going to be contacting to try to keep individuals enrolled with them? Ms. Jensen responded, beginning in April all four vendors can contact the MCO market base.

Secretary of State noted the State will be giving out home phones and addresses to be mailed. She asked if they are still going to get inundated with phone calls and mail? Ms. Jensen confirmed and added, we could certainly look at that. We're talking about probably 430,000 individuals. That includes children plus the families. We can certainly look at that to see if there is a way that we can somehow exclude them from the mailings. She added in the past, their office has never done phone calls to the individuals. It's all been through mailings.

Governor Sandoval asked if there won't be telephonic soliciting associated with this open enrollment? Ms. Jensen stated it appears that we will not be providing the phone numbers.

Governor Sandoval noted he wanted to make sure that that was on the record. He asked, if I were an individual that was enrolling and I made my decision amongst the four vendors, then does that remove me from getting the mail at least, once I've made that decision? Ms. Aiello responded, *typically how it's happened is that the mailings have gone out before people choose because you're already on a plan and maybe the plans may have added something new, may have had—again there are some value-added services and different plans have different value added services. Usually, the open enrollment mailing goes out and right after, within a few days the plans send information out and send links. And people can call the plans then and then there may be phone calls but the information goes out that way before someone has chosen in an open enrollment. And, you have the choice of doing nothing. Then you would stay on your plan but if you want to stay on your plan and you choose to do nothing, no one will have known whether you've made the choice or not so the mailing usually does go to everybody.*

Governor Sandoval moved to contract number 28 which is the Department of Corrections and the Board of Regents University of Nevada. James Dzurenda introduced himself as Department of Correction, Director. He explained, *he wanted to give a little history of why we're here today and what the subcontract that's in front of you means to the State and how we actually got to this point.*

In 2014, Nevada was selected as one of the seven states in the country to be given a strategic planning grant of \$83,000 to be able to determine whether they would need services for better reentry for offenders into the community and how we can get the data to support what we needed to request to be selected under the second chance act, which is a larger grant, which I'll explain how we were able to get selected for that.

The implementation funds of the grant allowed us to be able to provide the application process to show that if we team up and work with multiple agencies in the State and the two largest universities, UNLV and UNR, to be able to come up with processes for better reentry of offenders into the community to reduce recidivism, we would be able to actually apply for this grant which we were approved.

Having approval of the grant meant that every year for three years, we would have to reapply. If we were found to be in compliance with their standards, we would be able to continue the grant for up to three years. The first year, the grant gave us \$978,000. What that allowed us to do was team up with Parole and Probation, Employment Training and Rehabilitation, Public Safety, Health and Human Services, Education, Workforce, Veterans Services, Housing and UNR and UNLV.

Why this is important to us—all these agencies were split up into six different workgroups that are actually going to see what our needs are in the community, what our needs are for the offenders to be able to do better reentry when the offenders get back into the community. What that means to us is, if we do a better job and know exactly what we need, that means there will be fewer victims in the community.

Currently, what our goals are going to be is we're going to look at 15% reduction in our recidivism rate over 18-months of this grant. Over the first two years of the grant, we're going to be monitoring by utilizing UNLV and UNR to do the research for the Department of Corrections and to get the data that we need to prove that we are doing and going in the right directions for reentry.

With the building up of the grant, with the data that we provided, we found that through our researchers, 80% of all the crime in Nevada is actually related to property crimes as well as crimes that are related to drug addictions. When you look at the Second Chance Act, they're going to concentrate how to program, how to release offenders and successfully reintegrate them based upon those two types of largest crime in the State and how we can reduce that to less victimize those in the community.

Currently, in the Department of Corrections, our programs are not geared based around these types of crimes. The majority are programs that I believe do not affect these crimes. What we're going to do, as part of the Second Chance Act is eliminate those programs that are not geared towards these offenders, refocus our resources and the money from the Second Chance Act and our current staffing and what comes up out of the workgroups, to focus on those crimes that are making the most impacts in our communities.

I truly believe that when we start seeing the results of this, we will start seeing a reduction, not only in our population from reduces of recidivism but also will start seeing fewer crimes that are affecting these types of crime rates in the State, which means fewer victims in our community.

When we looked at how we did our current reentry into the system back into the community, we look at our first—our last six months and last 18 months of the offender's sentences to begin our reentry statistics and reentry programming to hopefully give them the tools to be successful when they go back in the community.

What we're going to do now, the start of this year, with also the help of the Second Chance Act and the money that we got from the grant is start when the offenders first walk into our doors from the jail system. The first day that an offender walks into a prison/correctional setting will be the first day that we start looking at how to reentry those people back into the community no matter how big of a sentence they have. This will show all the data that's being shown around the United States that will be the most effective in reducing our recidivism rates. Which again, it means to me, how we're going to make our communities safer and how we're going to be able to reduce victimization by doing our part in the Department of Correction to be able to successfully get them back in the community with the resources and the tools that they need.

With this was the reason for the change in our mission at the Department of Corrections. Our mission from now, which was in the past was just supervising and watching offenders assigned to us by the Court. Which is now, the mission is:

Improving public safety by ensuring a safe and humane environment that incorporates proven rehabilitative initiatives that prepare individuals for successful re-entry into our communities. We are going to see the impacts of these grants and have a trend in our agency by the help of all these other agencies that I mentioned to be able to prove to the State of Nevada that we're going to be the best in reentry of our offenders when they go back in the community. And why that is so important is because, when we look at our data that was provided to us, 88% of our population today is going to be returned to the community within the next 15-18 years. If we never arrest another offender in the entire state, in the community that means 12,000 inmates are going to be returning back into the communities in Nevada in the next 15-18 years, without any more arrests. With the arrests, that could be when you're talking about a recidivism rate of these crimes that is about 40% of our returns, that could be a number of over 20,000 offenders in the next 15 years that are going to be going into our communities that need successful reentry, to be able to give them the tools to reduce victimization in our community.

In front of you today, the grant we're looking at for the first subcontract was \$232,296. That's going to allow us to be able to utilize UNR to support our Department of Corrections policy, as well as serving as outside evaluators to objectively evaluate our data validation to be able to say or prove that we are going in the right direction and to be able to make our community safer. UNLV will be onboard to be supporting Parole and Probation's policy development. All this combined, like I said, with the other agencies in our State that is going to be assisting us in these task forces is going to show a dramatic decrease in crime rates in the State and help reduce victimization in our communities to make it a safer place to live.

Governor Sandoval complemented Director Dzurenda for what he's doing at the Department of Corrections. He added, I agree with you 100% in terms of what your new mission is and applaud you for being able to obtain these grants. That's going to help with those goals that you just described that much more.

Now, given all that you've said, it's important to measure and be able to demonstrate that what you've implemented is working and that's the purpose of these contracts. The Governor asked when the Director thought we would start to see some beneficial results. He also asked if Director Dzurenda to describe an example of what the change of programming will be in order to make inmates more successful upon their release. Director Dzurenda explained, if you first look at the type of needs in our offenders, drug addiction, and the property crimes, there are programs around the country that are considered as best practice programming that are proven over a three-year period to give those offenders those specific tools to be able to change the behavior or correct some of the issues that they have to be successful.

What we have done immediately is we have in the State a reentry task force that meets regularly. Jim Wright, the Director of Public Safety and I chair the task force. We just finalized our strategic plan that is going to be presented as part of this strategic plan on how we're going to attack the programming piece in corrections, how we're going to go after the community resources for Parole and Probation.

That's going to pretty much start immediately this year. We've already started refocusing on in our agency what those programs are that we are currently doing and does that actually make any impact by best practices against the programs that we really need. It was about 33%, a third of our programs were shown to have no or little effect on drug rehabilitation or crime rates. Those immediately, we're refocusing our entire reentry programs in our department to stop those programs in January, refocus and train those individuals doing them to actually target those individuals for drug rehabilitation and property crime reduction programs. Once you see that happening in January, it's going to start playing more of an impact globally in the Department of Corrections and refocus on isolation, segregation and mental health which does play also a part of this programming.

All those changes are going to be starting immediately. Our first layout to the wardens in the facilities is going to be this Thursday. You'll start seeing—there's going to be open forums at each of the facilities starting in January, which is going to explain all this reentry data and how we're going to be more successful in reentry in the programs at each facility. Then it's going to be laid out in our task force for the reentry and then presented to the Legislature as well.

Governor Sandoval said he truly looks forward to seeing the benefits that are going to arise out of this. It makes for a safer community but it also allows for those individuals to get a second chance. That's why it's named that way, so they can get out in the community and be productive members of society.

Secretary of State stated her excitement to see and hear the things that are being done. She stated *you're changing your reevaluations, the redrawing of the plan so to speak. The community has open arms, from what I've heard, talking to the different entities.* She thanked Director Dzurenda for all that he is doing. She asked if it is approximately three years to rehabilitate. Director Dzurenda responded, no, the actual three-year mark is how they benchmark best practices. What they do is, if you start an actual program that was researched to believe that it works, it takes three years of actually seeing it work to say that it actually does.

Secretary of State asked what the timeline is for an individual—and *I know everybody is different. Do you have kind of a guideline or some kind of a benchmark?* Director Dzurenda stated, *not for what you're looking for. You were mentioning individual treatment plans is what we're going to be concentrating on. If you have offenders that have co-addictions or have multiple medical mental health related concerns that are related to addictions as well, which could go back to even childhood with born fetal alcohol syndromes. It could be traumatic brain injuries. It could be multiple different diagnoses of mental health. That all plays a factor in each individual. I don't know if anyone could ever answer how long it takes anybody, everything is individual. We have to put all those factors together.*

Secretary of State thanked the Director for going into detail and thanked him again for what he was doing and the people that are working with him. Governor Sandoval stated that there is a lot of time and effort that goes into applying for these grants, a

lot of work that goes in from the Department to develop that programming and then to be chosen. Because it's a competitive process, even after the time and effort into applying, it has to be up to standard in terms of being approved and that money going there. *I know there's a lot of work that has gone into this to this point and again, it's a lot easier just to not have to do that work and kind of just let the status quo happen, yet you've been very aggressive in terms of seeking out these opportunities for grants, applying for them and obviously being successful. Thank you for that as well.*

Director Dzurenda said he appreciated that. He added, every state did apply for this grant and only three states were selected as the final grantees which Nevada was one of them. Governor Sandoval responded, well done. Keep up the good work. We look forward to hearing how it progresses.

Governor Sandoval moved to Contract number 33, Mr. Attorney General, you had asked for this one to be held out.

Terry Reynolds, Deputy Director, Department of Business and Industry, was at the witness table. Mr. Reynolds explained, *we are in a cooperative loan program with DETR through the Employment Security Division to provide small business loans, approximately \$100,000 per year for a period of three years. Those loans will be the neighborhood of anywhere from \$1,000 to \$15,000 with a focus on veterans and seniors. Our Office of Business Finance and Planning, Marcel Sheer who could not be here today, he's in another meeting, will administer the loans and make sure the process goes smoothly for these individuals or organizations that are really in a start-up mode for business. We hope to work with our resource partners, Small Business Administration, veteran's organizations senior organizations to provide and market these loans for individuals who are really in a mode to get into the business world. That's what it is intended to be. It's to really hope that we can stimulate some small business, specifically in the State but will be managed in the Southern Nevada area.*

The Attorney General asked, what kind of applications they already have, if it's started and how much of a need there is. He understands there's a general need, but is just curious what that looks like so far. Mr. Reynolds stated, *we will partner with a non-profit lender and they will actually go out and seek the loans, people that are interested in the loans. We feel that we'll probably see about 50% of the money out in the first three months. We have sent out feelers to these organizations. They feel that they already have a pool of interested individuals that will want to take advantage of these start-up loans. As you know, Marcel Sheer basically goes to all the Small Business Roundtables. We work actively with veteran's organizations to see what the need was and also senior organizations to make sure they were aware of this program coming about. Should you approve this, we feel that they'll be a pretty quick ramp-up to getting the money out.*

Governor Sandoval asked if he knows what the terms and conditions of those loans are, what's the interest rate and the payback period. Mr. Reynolds stated he doesn't know that. They will work with the small business non-profit lenders to be able to come up with that. The grant is being given through DETR and Don Soderberg is

here in the audience, he may have some additional information on that. Mr. Reynolds added, *I don't know the specifics of that and I don't think that has been determined yet, as to what that will be. I know that they're going to be relatively good terms because it's going to be small amounts of money. It will be given out quickly. The terms of the payback will be actually fairly quickly. It's meant to be in the neighborhood of \$4,000 to \$5,000 in a start-up basis. It's not a long-term loan, not something that will go out for a period of time and it's not a large amount of money.*

Secretary of State stated she's really excited to hear about this. *I'm glad that the Attorney General pulled it because Chief Deputy Scott Anderson who is standing in the back would love to talk to you in reference to a bill that we have in and that is to help veterans and to make sure that the first time they're applying for businesses.* She went on to say that her office is going to the legislature to be able to waive their business license fees. She went on to say that her office is eager to work with B & I on this. Mr. Reynolds responded, definitely. He said that it is an outstanding approach and he thinks it will bring people in to be able to look at this. Having a waiver in a license fee for veterans getting into business is very helpful.

Lynda Parven, Deputy Administrator, Employment Security Division, added the current regulations state that the loan will be paid back no later than four years from the date of the loan.

Governor Sandoval thanked her and told the Secretary of State that he would be happy and proud to support her bill. She said *I'm asking and thank you.*

Governor Sandoval stated that he wanted to make sure that the Department was very aggressive in terms of marketing this to the senior groups and the veterans groups within Nevada. Having just come back from visiting some of the troops in the Middle East, we have a lot of active duty and guardsmen and women that may be separating from service that are looking for opportunities that have gained substantial expertise during their experience in the military. If there's a way to make sure that they're aware that this loan program will be available would be great because they can start to have an exit plan in terms of when they separate from service and come to Nevada. Mr. Reynolds confirmed and added, we have really worked on the last several months through our Office of Business Finance and Planning of getting those contacts. *Getting the contacts with start-up groups, getting contacts with veteran's organizations, senior organizations so we can get the word out. As you know, we do put out a newsletter. We go through and visit with those groups on a monthly basis so that we'll be able to, I think to get the word out rather quickly right after the first of the year, assuming this is approved. We look forward to it and we think there will be a good response.*

Governor Sandoval asked Mr. Reynolds to visit with the Office of the Military in Nevada with General Burks and the National Guard to ensure that he is aware and that they can make sure their troops and men and women are aware of that. The Governor went on to say that he was sure he would have some good ideas with regard to active duty soldiers as well. Mr. Reynolds stated he would.

The Secretary of State moved for approval of Contracts 1-36 with Contracts 5 and 29 being withdrawn. The Attorney General seconded the motion. The motion was passed unanimously.

12. Master Service Agreements – Attachment [Exhibit 3](#) (For possible action)

Mr. Wells said that there are nine master service agreements (MSA) in Exhibit 3 for approval by the Board this morning. Members have requested additional information on numbers 3-9. These are MSAs for Grant Project Evaluator Services and representatives from Purchasing and the Grant's Office are available to answer any questions. There were no questions.

The Secretary of State moved to approve the Master Service Agreements included in agenda item number 12. The Attorney General seconded the motion. The motion was passed unanimously.

13. Information Item – Attachment [Exhibit 4](#)

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 October 19, 2016 through November 15, 2016.

Mr. Wells explained, there were 27 contracts under the \$50,000 threshold approved by the Clerk between October 19, 2016 and November 15, 2016. This item is informational only but there were requests for additional information on Contracts 8 between the Governor's Office of Economic Development (GOED) and Applied Economics, contract number 9 between GOED and Applied Analysis and contract number 18 between the Department of Health and Human Services, Division of Public and Behavioral Health and the UNR Department of Psychology.

Governor Sandoval stated he asked for this to be withheld but would assume this is associated with the stadium analysis of the tourism and infrastructure. Mr. Cory Hunt was at the witness table and introduced himself as the Northern Regional Director of the Governor's Office of Economic Development (GOED). He confirmed and added, in short, some of the work that will be conducted under this will be for the stadium. *Several months ago, we identified 12 firms through a request for qualifications that do work in eight unique areas such as economic analysis and labor market analysis. In an effort to proactively contract with those firms, we are putting these contracts forward so that we can have those contracts in place when the projects come forward. As we have other economic development projects that arise, we have them in place and we can reduce our need for emergency contracts and the like.*

Governor Sandoval noted, essentially this is an on-call contract, so that there's a fund of money, if it's the proposed stadium or something else that is associated with economic development, GOED will have the funds available to be able to use Applied Economics and Applied Market Analysis for whatever purposes are necessary. Mr. Hunt confirmed and added, *we've identified 12 firms that qualify in the areas and we've already processed contracts with two other firms. We expect to bring forward other contracts at a later date for those other firms that qualify. And to be clear, these are two separate companies although their names are similar. Two separate companies, two different ownership, and different areas of expertise as well.*

Governor Sandoval moved to Contract number 18 and said he had asked for this contract to be withheld because it as a great opportunity. This is an interlocal agreement between DHHS, Behavioral Health Rural Clinics and the University of Nevada, Reno, School of Liberal Arts, Department of Psychology to provide telepsychology services from doctoral psychology students deemed competent to provide services under the supervision of a licensed clinical psychologist. He added he's very concerned about access to care for Nevada residences who are in the rural communities. It sounds like this is something that's going to help address that.

Amy Roukie, Deputy Administrator, Division of Public and Behavioral Health, Clinical Services was at the witness table. She explained, *this contract actually provides us, through the rest of the fiscal year with up to 16 hours per week for 50 weeks of doctoral psychology students to be available for telepsychology into the rural areas. Currently, we are providing that service through the Nevada Rural Partners and we are providing it in the rural hospitals, there are nine. So when there's a need for an assessment to be done at a rural hospital where there's no behavioral health clinician available, we're doing telepsychology through that program.*

In addition, we are working to do the same in our 13 rural clinics where we have our rural clinic staff, our social worker staff that do evaluations but can also accept walk-ins. So if there's a need for a higher level of evaluation, we're going to use this virtual waiting room and the virtual client to be able to bring a doctoral level psychologist available to that person so that a higher level of evaluation and determination of clinical care can occur.

Governor Sandoval asked Ms. Roukie what her experience has been so far with the telepsychology? Ms. Roukie stated, *it's an emerging trend and went on to add that she thinks it's going to really help to get access to all the rural and frontier counties that we're dealing with. Currently, it is this new model that we're using through—it's the virtual client and using Nevada Rural Partners has really been helpful. I think we're having a difficult time making sure that we have adequate numbers of professionals available through that portal. We are working on trying to engage them even beyond the student level and even in the future would like to see if we can get telepsychiatry and telepsychology available to rural hospitals 24 hours a day so that they aren't having their individuals in crisis waiting in their hospital for sometimes hours and days before determination of legal status can occur. Unfortunately,*

because the access is so limited in the rural areas that will be our best chance to get them immediate care and make determinations about what to do.

In addition to that, I think it is a trend nationwide to be able to provide access in that manner. We are having some challenges with bandwidth. That is going to be something that we'll continue to work with the EITS Office as well as being able to look at individual areas. Obviously, we have, where there are larger populations, such as Elko, it's an easier time then it would be of course in Austin or Ely, some of the most remote places. We're looking through this program to have this as our starting point to reach out to the rural hospitals. We're already doing that next step, next phase is the rural clinics that are available for walk-ins and doing evaluations on site which they're doing now and then getting a higher level of care available in the virtual waiting room. So as soon as they can make that appointment, there will be a higher level clinician available to them at that time.

Secretary of State asked for an update of where we started from, some kind of report on where we were, where we are today and how soon we think we'll be there. *I think that the veterinarians, as I recall, they've been doing it for a while. That's kind of what spearheaded it in the legislature was finding that out and that we were able to go and help individuals actually have a virtual doctor so to speak. Just the technology issues that we all know that we have here, but just some type of an update would be wonderful.*

Governor Sandoval asked to know where the bandwidth issues are occurring. *I know that through the Nevada Hospital Association, there was a grant that was supposed to cure that issue. If it's an ongoing issue, we can approve all the contracts we want here and if there's not bandwidth to accomplish it then it really doesn't serve the purpose. I want to get at that if it's still a problem. Ms. Roukie agreed and added, we are meeting this week for an update with the Nevada Rural Partners and we will be able to have even more information at that time about the status. They have been working on a grant cycle which ends on September 30th. They've been in a four-year grant period to make this happen. We're at the end of that, so we're getting very close to being live. I will also check with them on their issues with connecting and bandwidth.*

14. Information Item – Report

A. Fiscal Year 2017 - 1st Quarter Overtime Report

Mr. Wells summarized the 1st quarter overtime report. Total overtime pay and accrued compensation, we've accounted for \$11.8 million, or 5% of total pay for the 1st quarter of FY 2017. That is a 30% increase from the same period in FY 2016. The agencies with the highest dollar amount of overtime and accrued comp time for the quarter are the Department of Corrections at \$3.2 million, the Department of Health and Human Services at \$2.5 million, the Department of Public Safety at \$2 million, the

Department of Conservation and Natural Resources at \$1.5 million, and the Department of Transportation at \$1.2 million. At the Department of Corrections, overtime and comp time are driven primarily by the large institutions. The top six institutions plus the prison medical system account for 74.2% of the overtime for the Department of Corrections.

As a percentage paid, the highest for the quarter is the Department of Conservation and Natural Resources at 14.5%, followed by the Office of Veterans Services at 11.5%, the Department of Public Safety at 10.2% and the Department of Corrections at 9.4%. Comparing FY 2016 to FY 2017, the Department of Corrections had the highest increase at \$700,000. The Department of Health and Human Services increased by \$644,000, the Department of Transportation at \$344,000, The Department of Public Safety at \$323,000, and the Department of Conservation and Natural Resources at \$283,000.

There were only two departments that decreased their overtime by more than \$10,000 from the 1st quarter FY 2016 to 2017. They were the Department of Wildlife and the Department of the Military.

As certain organizations have biennial overtime trends, we also compared FY 2015 to FY 2017. When comparing those, 1st quarter of 2015 to the 1st quarter of FY 2017, we saw pretty much the same status of the seven agencies where those who were increasing over FY 2016 also increased over FY 2015. Those who decreased from FY 2016 to FY 2017 also decreased from FY 2015 to FY 2017.

Governor Sandoval asked Mr. Wells if he could give him just a little more specificity as to why there's this additional overtime, particularly with the ones that you described that are a higher percentage as a share of total pay? Mr. Wells said that his office has not done a lot of digging into the reason codes. When you fill out your timesheet, there are reason codes that agencies use for overtime. Sometimes we're able to get what those overtime codes mean. For example, for the Department of Corrections, there will be shift coverage for somebody who is sick or shift coverage for somebody who is on annual leave. There are a lot of unassigned and we don't have a good tracking mechanism for the overtime usage. The Departments, I believe, have the overtime codes and can tell better as to why the specific increases are occurring.

Governor Sandoval noted he asked because he knows, as everyone can appreciate, they're going into a budget cycle and if year over year we're seeing more overtime with the same agencies, it would be nice to know why that is and if we need to make some changes with regard to their respective budgets. I'm more familiar with Corrections and Department of Public Safety. It's DCNR and some of these others that were interesting to me as well as Veterans Services. Mr. Wells added, the Department of Conservation and Natural Resources (DCNR), a lot of that is the forest fire. Firefighters and the summer interns. Mr. Wells said that you see them, typically in this first quarter of the fiscal year, they'll be really high because of the fire season. They'll go down through the balance of the fiscal year. We've seen that over the last

couple of years. Health and Human Services, I believe some of that also is driven by 24-hour facilities. They have some of the hospitals that have overtime related to the same reasons that the Department of Corrections does.

Governor Sandoval asked Director Dzurenda for maybe an impromptu update with regard to staffing because he knows that's been an issue at Lovelock and Ely. *We had approved at this Board the ability for you to hire retired officers and bring correctional officers and bring them back.* The Governor asked if this is what most of this is associated with is staffing and being able to fully staff the respective institutions? Director Dzurenda stated it didn't help us. *We only got one request for a retiree to work in Ely. That of 100 officers we were approved to be able to hire back, we only got one. It didn't help us out a little bit. Our biggest issue is with our overtime on budgeted overtime cost is medical. Almost 75% of our overtime is related to some type of medical. And how drastic this was, in 2015, we had 1,916 admission days in the outside hospital. Those are how many days that somebody had to be admitted 24 hours in a hospital. In 2016, that number went to 2,540 days which means there are 624 more admission days in 2016 than there was in 2015. When you look at admission days from an offender, it takes between one and three officers, each shift, on overtime, because it's unbudgeted money to watch an offender depending on a security level. When you're talking about one 24-hour period, it goes anywhere between three officers and nine officers on overtime for one admission day for a 24-hour period which was pretty much our biggest devastating overtime cost for this year alone. That number, we don't expect it to get much better because our aging population in the Department of Correction, even nationally is going up which means the medical issues keep going up.*

Built into the overtime for the medical is also, when you can't get service providers at our locations like Ely, at Lovelock, that requires our staff to transport into the community providers to get the medical or follow-ups at the medical appointments in the community rather than inside the prisons because we don't have the employees to be able to cover those services. One person going into the community has to be watched by overtime for officers to be with them out in the community. All those, that 75% is a really drastic number.

The other 25% is our inability to fully staff our agency. It's very difficult for us on recruitment and retention, which we'll hopefully be able to address some of this during legislation. In order to get additional staff, that decreases our overtime—not additional staff, but to get us to a level where we were approved will reduce overtime and also be able to keep those staff on board is a big issue with our agency because there's other agencies that, once they go through our training, which costs a lot of money to get POST Certified, other agencies like Las Vegas Metro pick up the majority of our staff to hire into other agencies with better benefits and more money. It's a two-fold issue on our overtime costs.

Governor Sandoval thanked Director Dzurenda. He added, *I did check with the hospital because we had talked about perhaps, if the hospitals could put the inmates that are receiving medical care in, for example, in one wing so that it would make it*

easier to secure them but they made me appreciate more that, if you've got an inmate with a kidney issue and one with a heart issue, you've got to have them in those respective departments within the hospital, which means as you say, you've got to post two COs at every single one of those rooms. Just as a practical matter and a standard of care matter, you can't put individuals with different illnesses or problems all in the same place.

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. The Secretary of State seconded the motion. The meeting was adjourned.

DRAFT

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>

MINUTES

Date and Time:

January 10, 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
Secretary of State Barbara Cegavske
James R. Wells, Clerk

OTHERS PRESENT:

Keith Wells, Administrator, Fleet Services Division
Steve Canavero, State Superintendent of Public Instruction, Department of Education
Roger Rahming, Deputy Superintendent for Finance, Department of Education
Paul Johnson, Chief Financial Officer for White Pine County School District
Rick Gimlin, Administrative Service Officer, Department of Taxation
Kirsten Coulombe, Deputy Administrator, Division of Public and Behavioral Health
Laura Hale, Contracts Division, Division of Public and Behavioral Health
Julia Peek, Deputy Administrator, Division of Public and Behavioral Health
Steve Fisher, Administrator, Division of Welfare and Supportive Services
Leanne Lima, Leasing Services, Department of Administration
Wesley Duncan, First Assistant District Attorney, Attorney General's Office
John Borrowman, Deputy Director, Department of Corrections
Chuck Schardin, Chief of Medical Administrator, Department of Corrections
Colonel Osborn, Chief, Department of Public Safety, Highway Patrol

Sergeant LaPrairie, Project Manager, Department of Public Safety, Highway Patrol
 Director Wasley, Director, Department of Wildlife

1. Call to Order / Roll Call

Governor Sandoval called the meeting to order at 10:07 am.

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 Minutes (For possible action)

This item was tabled until the next meeting.

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:
Department of Administration – Fleet Services Division	51	\$1,248,320
Department of Administration – Fleet Services Division	3	\$92,531
Department of Agriculture – Livestock Inspection	Up to 7 used	\$24,596
Department of Corrections	4	\$124,760
Total	65	\$1,490,207

Mr. James Wells informed the Board that the first item requested from Fleet Management is to replace 51 vehicles that have met the age and mileage threshold requirements for replacement. All but one of these vehicles is leased to individual agencies and is not part of Fleet Management's daily fleet rental. The last vehicle is a replacement of the shuttle bus at the Las Vegas facility. All of these vehicles were included in the respective agencies' legislatively approved budget.

The second item was an additional request from Fleet Management to purchase three new Agency leased vehicles for the Desert Regional Center that were included in the legislatively approved budget.

The third item was a request from the Department of Agriculture to purchase up to seven used Highway Patrol vehicles for the Livestock Inspection Division. The Department was legislatively approved to purchase four vehicles in each year of the biennium, but due to availability, only purchased one unit in FY '16 and balanced forward the authority to buy the remaining units in FY '17.

The fourth was a request from the Department of Corrections to replace four vehicles which have surpassed the age and mileage thresholds for use in various facilities around the state to transport inmates.

Governor Sandoval asked Mr. Keith Wells to clarify for the record that the vehicles that are being replaced have reached their useful life and they're eligible and should be replaced. Mr. Wells confirmed this and added that every one of the requests was vetted thoroughly. He went on to say that his agency looks at the operating cost and the condition of the vehicle. Each one has met the Fleet Services internal criteria, not just by what's in the SAM Manual. They look at the condition of the vehicle, operating costs and any historical issues on the vehicles.

The Attorney General moved for approval. The Secretary of State seconded the motion. The motion passed unanimously.

5. Approval of a Textbook Waiver (For possible action)

Pursuant to NRS 387.2065 the Department of Education requests approval of a textbook waiver on behalf of White Pine County School District for the amount of \$13,278.48. The district has provided supporting information that they were unable to meet the required textbook expenditures due to an economic hardship.

Mr. Wells explained, pursuant to NRS 387.206, school districts, charter schools, and university schools are required to expend certain amounts for textbooks, instructional supplies, instructional software, and instructional hardware each fiscal year. This is known as the Textbook Expenditure Requirement. If a district or school experiences an economic hardship, it may apply to the Department of Education for a waiver of all or a portion of that Textbook Expenditure Requirement.

NRS 387.2065 defines an economic hardship as actual revenues not meeting the anticipated revenues determined at the time the basic support guarantee was set or unforeseen expenses encountered, including those associated with a natural disaster.

Upon receipt of a written request for an exemption under these provisions, the Department shall consider the request and determine whether an economic hardship exists. If the Department determines an economic hardship exists for the applicant, the Department shall forward the request to the Interim Finance Committee and the Board of Examiners, including the basis for its determination and any recommendations from the Department on the amount of a waiver.

Upon receipt of the request from the Department, the Board of Examiners shall consider the request and determine whether an economic hardship exists for the applicant. If the Board determines that an economic hardship exists, it shall determine whether the hardship justifies a waiver of all or a portion of the expenditure requirement established for that applicant. If the Board determines that an economic hardship does exist for the applicant and that a waiver from all or a portion of the expenditure requirements is justified, the Board of Examiners shall forward the request to the Interim Finance Committee, including the basis for its determination and its recommendation for the amount of the waiver. The Interim Finance Committee is not bound to follow the recommendations of the State Board of Examiners.

Item 5 includes a request from the White Pine County School District to waive \$13,278.48 of their \$146,651.81 Textbook Expenditure Requirement for Fiscal Year 2016. The District attributes its economic hardship to a migration of students to charter schools, as well as changes to the hold harmless provisions and declining local revenues, primarily from Net Proceeds of Minerals.

If the Board approves this request, it will be submitted to the IFC for approval at their January Meeting. If the Board does not approve the request or IFC does not ultimately approve the request, the District will have to repay the State Distributive School Account the amount it did not spend on textbooks as required.

Dr. Steve Canavero, State Superintendent of Public Instruction, Roger Rahming, Deputy Superintendent of Finance Services, and Paul Johnson, Chief Financial Officer for White Pine County School District were at the witness table.

Governor Sandoval noted that a very thorough packet with regard to the justification for the waiver was provided. He noted that there is a sufficient written record in terms of justifying an economic hardship and asked for a verbal record as well.

Dr. Canavero stated that thus far under his tenure his department has received two requests for the Textbook Waiver, one of which was denied and this request from White Pine County School District. He went on to say that he met with Deputy Superintendent Rahming to discuss the provision of economic hardship.

Dr. Canavero said that the Department concurred with the written record provided by White Pine County School District related to the declining enrollment and the acceleration of the impact upon their budget by the declining enrollment of over 170 students within their district. The acceleration combined with the average daily attendance and the hold harmless provisions that were changed in 2015 were contributing factors and agreed to the economic hardship claim and then forwarded to the Board of Examiners for review.

Governor Sandoval asked Dr. Canavero if he thinks that this is an isolated situation that is unique to White Pine County or if this will set a precedent for other school districts to come forward.

Dr. Canavero said he did not think that this would set a precedent. He went on to say White Pine County School District is experiencing a declining enrollment so there are effects. As the allocation is considered or the requirement of the textbook was around \$121 this biennium and as we consider this next year, consider the effect of declining enrollment on a particular school district in those calculations. He said that in his opinion, this is not setting a precedent but it's a one-time sort of acceleration of the declining enrollment based upon the hold harmless provision that doesn't spread it out over three years, but with the average daily enrollment it really captures it in one year that this would sort of catch up for White Pine.

Governor Sandoval asked of the 170 students that left White Pine County School District, what percentage is that of the total enrollment. Dr. Canavero said about 12%.

Governor Sandoval asked Dr. Canavero if he believed there is an economic hardship and he said yes.

Mr. Paul Johnson explained that there have been some challenges. There were some unintended consequences that were suffered due to charter school expansion. Before the first charter school opened in White Pine County, Mr. Johnson said the total enrollment was around 1,350. When that charter school opened, it took initially 150 students, now it's at their max of 180 students. He went on to say that 180 students out of a total of 1,300 is huge. When combined with the fact that about \$7,000 to \$8,000 is the per pupil allotment and if that is multiplied together, it's roughly an impact of about \$1.7 million of a \$13.5 million budget.

Mr. Johnson said they did have fund reserves to help stabilize the impact but with the change in the hold harmless provision, it accelerated it a year earlier than planned. The timing was not great to make budget decisions. Significant changes were made during the fiscal year in order to finish with a positive fund balance. He went on to say that it has been a huge financial hurdle not caused by mining this time but by an out-migration of students. Mr. Johnson said that fortunately, things have plateaued, at a lower plateau, unfortunately. Governor Sandoval noted that not all the migration was from one entire grade. The Secretary of State asked if the budget that was submitted reflects the adjusted budget numbers. Mr. Johnson confirmed that and added the current budgets reflect current financial information and they reflect the current allotment for the minimum textbook spending requirement. He went on to say that they do plan to spend the amount of money that is budgeted for textbooks. Mr. Johnson went on to say that given the severe financial consequences that have been suffered, he felt it was his duty to investigate whether or not there was a waiver provision so that they could try and save as much money as possible for our budget and education services. This would represent between \$12,000 and \$13,000. Mr. Johnson confirmed that the new budget reflects the amount of money they are required to spend based on the number of students. He said that was about \$121.27 per student.

Governor Sandoval asked if this was not approved by the Board today what the alternative would be. Mr. Johnson explained, if this is declined, they would cut the revenue from the budget, dip into the fund balance to balance the budget. Or, possibly by the end of the year, they might have \$12,000 from additional revenues that will offset.

Mr. Johnson went on to tell the Board that indirect costs for state programs for fiscal year '17 would adversely affect them. They have received indirect cost from the prison program since about 1997. This has been between \$40,000 and \$50,000 depending on the rate. This is going away and will be an additional loss of revenue. They will have to rely on fund balance to help cushion any losses of revenue.

Governor Sandoval noted this would be a two-part motion. He asked for a motion to find that the White Pine County School District has provided sufficient information that it is unable to meet the required textbook expenditures due to an economic hardship, then thereafter, to approve a waiver in the sum of \$13,278.48

The Attorney General made a motion to agree that the economic hardship exists. He made a second motion that the Board would approve this as being a valid textbook waiver allocation. The Secretary of State seconded the motion. The motion passed unanimously.

6. Approval To Pay An Allocation From The Interim Finance Committee Contingency Account (For possible action)

Department of Taxation - \$887,491

Pursuant to NRS 353.268, the department requests an allocation of \$887,491 from the Interim Finance Contingency Account to fund the implementation of Initiative Petition 1 for the Regulation and Taxation of Marijuana Act.

Mr. Wells explained item 6 is a request pursuant to NRS 353.268 for an allocation from the Interim Finance Committee General Fund Contingency Account. The request is also subject to the approval of the Interim Finance Committee later this month. If this is approved by both the Board of Examiners and the Interim Finance Committee, the balance in the contingency account will be approximately \$9.3 million. This would be the last request that can be made before the session begins. The process after the session begins is to ask for a supplemental appropriation. This will be the last request from the IFC Contingency Account.

Governor Sandoval asked for clarification on whether this is a loan and if it will be reimbursed. Mr. Wells confirmed and added, part of the Board's action today should state that there's a repayment request from the Department from revenues associated with the recreational marijuana to repay the IFC Contingency Account and then, yes, it is a loan, as opposed to just a straight allocation.

Mr. Rick Gimlin, Department of Taxation, Administrative Services Officer 4, was at the witness table. He told the Board that this would fund four staff and operational costs for the remainder of FY '17.

Mr. Gimlin explained one of the reasons for being here today is this initiative and the program itself is new to Taxation. This has regulatory components the department never experienced in the past. For that reason, Taxation is requesting new staff to help get this program in place and get it moving. This is complex and they need time to develop the program and the regulations for the program. The regulations are required to be in place by December 31, 2017.

Governor Sandoval asked for more detail for a breakout of the \$887,000. Mr. Gimlin said in addition to the four position they have requested about \$7,000 in travel to coordinate the program. There's about \$133,000 in operating funds for items such as rent and other related needs. He further added that there are software needs and some IT programming needs. They would like to fully fund this first six months and then from there, long-term, they will need to request additional funds in FY '18 and FY '19 to continue the program.

Governor Sandoval noted that the department must do this as a requirement by the initiative petition. He asked why they are not waiting until the legislature to consider this as part of the Executive Budget. Mr. Gimlin said that the legislature starts in February and if they wait they don't know how long it would delay this program. They might have to request to receive a supplemental appropriation. This would put them behind months and leave little time to get the regulations in place. The program started and started generating revenue for the State. From that aspect, they feel it was necessary to come forward to the Board of Examiners and to IFC for an allocation.

Governor Sandoval asked if the department has any resources that could absorb these responsibilities now without getting the supplemental. Mr. Gimlin stated they do not have the resources in-house to continue moving forward. They have done some work on the regulations, but without these resources, they feel that they will be unable to meet the requirements of the initiative.

Governor Sandoval stated that there's a ripple effect because the later the regulations are reviewed, adopted and implemented, the longer the time is for local governments to get their portion of that 15% tax in order to provide for their requirements of public safety. He asked Mr. Gimlin if this was an issue. Mr. Gimlin noted that is why they have come forward. He added that they wanted to come forth now and get it going rather than wait and be in somewhat of a catch-up mode to try and make the program work in accordance with the initiative.

The Secretary of State stated that they were requesting almost \$1 million for the remainder of the fiscal year which ends on June 30. She also noted that the session starts in less than a month and she believes that this issue should be brought to the legislature for review and implementation and they could act quickly on this. She

went on to note that she did not see anything in the materials that were provided regarding the payback. The Secretary of State continued further stating the other issue that she has is the recouping of the funds. She stated again that to her it makes more sense to do this during the session and she does not see a repayment plan. She noted that the medical marijuana had an agreement to pay back and she does not know if that has been paid back or not. She added that she knows that some was paid back but not all and that those are her concerns. She asked Mr. Gimlin for an explanation of the plan to spend that money in the next six months. Mr. Gimlin noted that this is a large amount of money. He said in terms of repayment, that it would be considered a loan and that fees from the retail marijuana program would be used to repay this. Mr. Gimlin stated, in regards to the legislature, the Secretary was correct, the legislature can act very rapidly. He added that the Department of Taxation felt they had a responsibility as to address the initiative directly and move forward as quickly as possible.

The Secretary of State noted that she understood. She further noted that the question was not answered. She said that she understands the fees, the 15% of the sales. She didn't see a plan for repayment. That's why she said that it is important to go to the legislature to have them facilitate this.

Governor Sandoval commented that he and Secretary Cegavske both served in the legislature and regardless of the action that the legislature would take, it would still be incumbent upon the Department of Taxation to promulgate a regulatory structure, as well as have the internal resources to set up a regime to collect the tax, to be able to enforce the law. If you look at page 5 of the Department of Taxation's justification, first of all, they act as effective right now. It was effective January 1, 2017. The Department is required to adopt regulations not later than the end of the year, which is been testified to, but it is so is responsible for the issuance, renewal, suspension and revocation of licenses to retailers, cultivators, product manufacturing facilities, testing facilities and distributors. It is responsible for determining the qualifications for licensure, security, packaging labeling, and testing of marijuana. It is responsible for the oversight and enforcement of marijuana businesses and licensees.

Governor Sandoval continued making the record that the Department has a massive amount of responsibilities and it does not have the resources to implement those or take action on those. He said that it is unpredictable in terms of what action the legislature can take. Even regardless of the action that it takes and the funding that it provides and he added that this still requires IFC approval. There will be a legislative oversight over this. It will still fall upon the Department of Taxation to get this done in a timely manner. He further stated that he didn't support this question but it passed overwhelmingly. Now the State has the reality and the responsibility of setting up the regulatory regime and enforcing the law. At the earliest, the legislature would only be able to act some time perhaps in March, meaning more delays for the Department of Taxation to get this done.

Governor Sandoval continued stating, with regard to the repayment, that's a secondary issue. At some point, once that money starts being collected after the

favorable consideration of the regulations this Board will have an opportunity to look at what the terms of that will be.

As you said, Madam Secretary, there is a precedent for this. We did this for the medical marijuana to help the Department of Health and Human Services to set up its regulatory structure and enforcement structure. We also did this for the Education Savings Account. We had issues—we had the Treasurer who was here, who asked for essentially a loan, to be able to set up the infrastructure for the Education Savings Accounts. None of that money has been paid back obviously because the ESAs have not been funded yet. This process is no different from what we had for the ESAs.

The Governor said that he understood her concerns. He said his concern was that any delay will put the program behind that much more. He said that it is a very complicated issue. There is only a little bit of precedent from Colorado, Oregon, and Washington. He went on to say that he knows the Department of Taxation has been doing its due diligence to learn lessons from those other states. Obviously, each state is unique. He added that he thinks the department needs all the time and resources that they can get in order to implement this so that it's effectively and appropriately regulated.

The Secretary of State said she appreciated the Governor's comments. She noted she's still having a hard time understanding why they are asking for \$1 million with this fiscal year, knowing that they're going in to ask for more money during the legislative session for the next session of this part. After reading everything she is still struggling with why the Board wouldn't recommend that this is given to the legislature. In February, they could get something out if they truly wanted to. It could come out in February with the plan in place.

Governor Sandoval noted that this request is just to get the Department of Taxation through June 30 of this year. A request for the next two years is part of the executive budget, the distinction here is to get the Department of Taxation through the end of this fiscal year. The majority of this cost is not personnel, it is software. The ability to set up a collection mechanism. Once that software is purchased, that won't be an additional cost in the next biennium. There will be further costs, but this is to get this off the ground. He added he does not see the legislature as a panacea because they still have to get through June 30th this year. That is the narrow request that the Board has in front of it. He further stated *I'm sure you've looked at all the information that I have within the packet that lays out dollar for dollar where the money is going or to go.* The Secretary stated that getting the program up and running now that it will not make a difference in these next few weeks before the Legislature. Governor Sandoval noted that the need is now.

The Secretary of State noted to Taxation, she understands the struggle. She hears them and stated it's a tough decision to make. She added, she thinks the Department of Taxation is doing everything they can in their power to make sure whatever is passed goes through and doing the best job that they can, and she

thanks them for that. Mr. Gimlin thanked Madam Secretary and noted the Department appreciates her support in that matter.

Governor Sandoval asked if there is not a favorable approval of this, will this just sit stagnant until the legislature takes action on it. Mr. Gimlin states, regardless of whether the Board approves it or not, Taxation has to continue to move forward with the program. Mr. Gimlin went on to say his department has very limited time to develop regulations to be able to bring revenue into the State. He said that they would not simply stop because they were told no at this particular meeting. He said they will continue to move forward with the resources that we have.

Governor Sandoval called a recess in order to address audio/video issues.

Governor Sandoval called the meeting back to order and asked Mr. Gimlin to repeat for clarity on the record the next steps if this is not approved. Mr. Gimlin stated, if this request is not approved, the department does not have resources to meet the timelines of this program. He said the department could perhaps continue to work on regulations but most likely not be able to meet the requirement of the initiative which is to have the program operational and functional by December 31, 2017.

Governor Sandoval asked the Secretary of State if there were any more questions after hearing the testimony. She noted there were not but wanted to provide full disclosure that she will not be voting in favor of this because she thinks it should go before the legislature.

The Attorney General made a motion to approve the Department of Taxation's request for \$887,491 from the Interim Finance Committee Contingency Account for the implementation of Initiative Petition 1 for the Regulation and Taxation of Marijuana Act. Governor Sandoval seconded the motion. The Secretary of State opposed the motion. The motion passed 2-1.

7. Designation of Bad Debts (For possible action)

Pursuant to NRS 353C.220, the State Controller may request on behalf of state agencies that the State Board of Examiners designate certain debts as bad debts. This includes the uncollectible accounts submitted to the Controller's Office for collections from state agencies and departments.

The Controller's Office has been unable to recover any of the outstanding debts listed and requests approval to remove the delinquent debt from the books of the State.

Request Summary:

To	# Accounts	Amount
Board of Examiners	1,818	\$ 1,324,100.21

Mr. Wells explained, pursuant to NRS 353C.220, Item 7 is a request from the State Controller for the Board to designate 1,818 bad debts from various state agencies as uncollectible. The State Controller has determined it is impossible or impractical to collect these debts. This is a follow-up to the November Board of Examiners Meeting to include additional accounts from additional agencies.

By an affirmative vote of the majority of the members, the Board may designate these as bad debts if the Board is satisfied the debt is impossible or impractical to collect. Upon designation, the State Controller will be notified to remove the debts from the State's accounting books. It is important to note that even though a debt is removed from the accounting books, it does remain a legal and binding obligation owed by the debtor to the State.

Governor Sandoval noted he was satisfied that these debts are uncollectible. His understanding is these debts are even worse than the ones that were already written off. He was satisfied, based on the materials he has that the Board can make a finding that they're uncollectible.

The Attorney General moved for approval of agenda item number 7. The Secretary of State seconded the motion. The motion passed unanimously.

8. Authorization to Contract With a Current and/or Former Employee

(For possible action)

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

Pursuant to NRS 333.705, subsection 1, the division requests approval to continue to contract with former employee, Debra Scott, to support the division's bill draft requests and combine behavioral health licensing boards and bring them into the division. Ms. Scott is anticipated to work approximately 10 hours per week through February 17, 2018.

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

Pursuant to NRS 333.705, subsection 1, the division requests to contract with the former employee, Christabell Sotelo-Zecena, to assist with program implementation, grant management, and fiscal monitoring of the Pregnancy Risk Assessment Monitoring Survey Program (PRAMS) and Abstinence Education Grant Program. It is anticipated that she will work 40 hours per week effective January 10, 2017 to June 30, 2018.

C. Department of Transportation – Traffic Operations and Traffic Safety Projects

Pursuant to NRS 333.705, subsection 1, the department requests to contract with the former employee, Tiffany Patrick, to provide engineering analyst services for Traffic Operations projects and Traffic Safety projects. Kimley-Horn is currently under two master agreements for Traffic Operations Design Services (P454-16-016) and Traffic Safety Design Services (Agreement P545-15-816) to provide technical support for both projects and is proposing to hire Tiffany Patrick as an Engineering Analyst.

D. Department of Transportation – Right-of-Way

Pursuant to NRS 333.705, subsection 1, the department requests to contract with the former employee, Ms. Halana Salazar, who is currently providing critical right-of-way engineering services in support of the USA Parkway Program Management project. Ms. Salazar is employed by Jacobs Engineering Group, Inc.

Mr. Wells explained item 8 includes four requests to contract with current and/or former employees pursuant to NRS 333.705 Subsection 1.

The first request is from the Department of Health and Human Services, Public and Behavioral Health Division to continue contracting with a former Executive Director of the State Board of Nursing to conduct onsite reviews of health professional licensing boards, make recommendations for statutory, regulatory and policy changes and improve data collection from the respective boards in conjunction with the upcoming Legislative session. The Department received a favorable recommendation on their use of the emergency provisions for contracting with a former employee at the October meeting and is requesting to extend the end date of the contract from March 31, 2017 to February 17, 2018 which is two years from the former employee's retirement date. The contract will continue at a rate of \$100 per hour for approximately 10 hours per month.

The second request is also from the Public and Behavioral Health Division to contract with a former University of Nevada, Reno student worker to assist in implementing, managing and monitoring the Pregnancy Risk Assessment Monitoring Survey program grant as well as provide support for the Abstinence Education Grant Program. This contractor will be employed through a temporary employment agency and will work for 40 hours per week for the period of January 10, 2017 to June 30, 2018 at a proposed rate of \$20.07 per hour.

The third request is from the Department of Transportation to allow a contracted vendor to use a former employee as an engineering analyst on a contract awarded to the vendor for traffic operations design projects throughout the state. The former employee left state service in November 2016 and did not have any influence or authority over the contract with this vendor.

The last request is also from the Department of Transportation. This to continue contracting with a former Manager of Right-of-Way Engineering through a contract awarded for the USA Parkway Program Management Project. The contractor has proposed using the former employee to provide right-of-way engineering services in support of the Project. The Department received a favorable recommendation on their use of the emergency provisions for contracting with a former employee at the October meeting and is requesting to extend the end date of the contract beyond the February 10, 2017 date that was approved in October.

Governor Sandoval stated, the only question on both A and B with regard to HHS is this is supposed to be temporary and the first one will be two years and after two years, the agency doesn't need to come to this Board for approval. Then the second one is for 18-months, which stretches the boundaries of temporary as well. He asked why they needed to be so long and why isn't there a backup plan in terms of getting somebody trained for these positions.

Ms. Kirsten Coulombe, Deputy Director, Public and Behavioral Health, explained, *when we had the waiver first approved in July, it was our intention to come back with a request to extend it. However, with the development of the bill draft request from the Interim Committee on Healthcare that is looking to consolidate for the Behavioral Health's Licensing Boards into our Division. That is quite a big undertaking and challenge for our Division. And so we are trying to be proactive in that regard.*

To answer your question, the reason for the extension essentially, the cooling off period, the end of that term is because we anticipate, if that bill is passed, we would be wanting to work with Ms. Scott for her services, because she has such extensive knowledge for the Boards. Whereas our staff doesn't necessarily know how to manage Boards, we don't know the regulations or laws, what requirements they have, data collection. Her current project that she's working on right now is several recommendations that she has done for improvements to the Board. So, those recommendations for that current project that was already approved will be the foundation for us to look at, as far as consolidating those Boards within our Division.

Really the intent is to not have to come back to this Board again if we need to seek assistance from her with another contract in the future. If it's the preferable pleasure of the Board to have us only extend the waiver through the current contract term that we'd like to put in place with her, we can definitely do that, although it might potentially delay the successfulness of the transition if that bill were to come forward. They do intend, regardless of the outcome of the bill to work with the Boards. There's obviously an identified need with some of the Boards to have some assistance. They will be seeking to work with Ms. Scott for that.

Governor Sandoval asked if there is a plan to train somebody within the Division to learn from Ms. Scott so that going forward, the division can rely on within rather than having to continue to hire a former employee. Ms. Kirsten Coulombe deferred the question to Ms. Hale who is working directly on that project.

Ms. Laura Hale, Contract Manager, Public and Behavioral Health, explained that the existing contract and potentially the future contract -there are plans right now to transition if we are approved for the concept to combine the Behavioral Health Licensing Boards, then we would bring on some staff to manage that. Right now, we don't know if we'll have additional staff to do that.

One part of this is that we can work with Ms. Scott through the legislative session to help us work with the Boards. There's quite a lot of input we've received already with regard to this proposal. Ms. Scott has demonstrated a great—well, not only her extensive experience but also the ability to do outreach with these folks. She has the respect of the industry. It's been really effective for us to work with her in that regard. We want to continue to do that through the legislative process. There are a lot of nuances within the process that it would take us a long time—you know, certainly through the period of the session for someone on our staff to gain all that knowledge that's she's acquired over the years.

Then, if in fact it is approved and we go forward, we would bring on staff to be trained but the whole regulatory process that we would need to go through in order to get things online and presumably have a transition period working with the Boards. Because you'll have people who are in the licensing process already, people who are under investigation for complaints potentially. Our ability to ramp up immediately and manage all that will be, I think, helped by having Ms. Scott on board with us as long as we're able to.

Governor Sandoval noted he understood the need and asked, if there is something magic about February 17, 2018 other than that it gets her beyond her cooling off period? Ms. Hale stated that was the intent to look to that period and not because we're trying to avoid the process but really if you want us to come back frequently and get approval, we're happy to do that. Because it's the same person that we identified previously and basically helping us for some of the same issues, we just weren't clear whether it would be appropriate to come back each time or whether based on this one issue of looking at the licensing boards and doing improvements and possible consolidation, is it your preference for us to keep coming back?

Governor Sandoval noted he understands the challenges and his preference is not to continue it till February 17, 2018 and maybe make it sometime late in the fall. He explained, that way, when you come back you can say, we've got this person who has been shadowing Ms. Scott and learned the ropes and will be ready to go, if we could just have a couple more months or until the end of the year, something along those lines. I've really been trying to encourage the Departments staff who are able to step in when we lose valuable employees like Ms. Scott and make sure that there is a training program so that they can take over those duties and responsibilities so that we're not continually having to go outside and do that.

Secretary of State stated that Ms. Scott has an incredible history and her wealth of knowledge. She said that the Governor asked the right questions again. She

asked if the retirement was anticipated and was there someone being trained before she retired.

Governor Sandoval asked if Ms. Scott had other contracts with the State. Ms. Hale stated, *I believe there are some other contracts but not with our Department. Obviously, her work with the Licensing Board, there's a new Executive Director for the Board of Nursing. This is kind of a unique situation. Again, a transitional thing where we don't have staff in place that does that licensing work now but potentially we would in the future.*

Governor Sandoval noted he doesn't know what the legislature is going to do with the bill. Assuming favorable consideration, it is going to bring on some new responsibilities and problems and issues to solve. That's why they're here. He stated the only thing he's uncomfortable with is taking it all the way out to February of next year. He asked the Department if they would be comfortable with October 31 and would that provide them with sufficient time. If not, they could come back.

Ms. Coulombe confirmed and *added, we appreciate that extension and it's definitely reasonable and we will come back as far as what our current transition plan is and the staff that we have trained. We acknowledge that these are definitely not preferable business practices to use the waivers and I appreciate your consideration because I think this is a true opportunity for the waiver to have this outside knowledge that we have no background on for the Division to use that for the time period until we can get our staff transitioned, the whole thing will be a large undertaking that's unprecedented. We appreciate your consideration.*

The Attorney General asked for clarification if it was 10 hours a week or a month. Ms. Coulombe said her paperwork is for 10 hours per month.

Governor Sandoval proceeded with 8B. Ms. Julia Peek, Deputy Administrator, Division of Public and Behavioral Health, provided context on how they go after federal funds. She said *typically we write six months to a year of a contract position in these grants because we know they're delayed with IFC and then the hiring process, getting the NPD-19 in.*

Ms. Peek explained, *right now, the PRAMS grant which was mentioned, that can fund 60% of an FTE. We can certainly write in and move forward with the NPD-19 process with perhaps a three-quarter time. It's not a large grant, so we definitely can't do a full-time FTE position in that regard. As far as the 40% that makes this position whole, that does conclude in September of 2017. That has been a long-standing grant, however with the new administration, we don't know if that will continue.*

She explained the options they have, *we can, in our next budget period for the PRAMS grant, which starts May 1st, we can request that money be put in personnel and go ahead and move forward with the three-quarter time FTE if you prefer. Or, we can wait until September-October and see if that 40%, if that grant will continue.*

Then we can make it a whole FTE. We're happy moving forward with a State position if we know the funding is going to be secured.

Governor Sandoval noted it seems to make more fiscal sense to do it this way because if the grant money goes away and we have a full-time employee, then we likely would have to lay them off because the funding isn't there. He asked if this request is consistent with the grant request and the grant funding. *Ms. Peek confirmed and added, depending on the employee, they could also have bumping rights, so you make a weird dynamic within the agency should we move forward with an FTE really rapidly after getting these awards.*

The Attorney General moved for approval of Item 8A, for Ms. Scott for 10 hours a week through October 31, 2017. Secretary of State seconded the motion. The motion passed unanimously.

The Attorney General moved for approval of Items 8B, 8C, and 8D. The Secretary of State seconded the motion. The motion passed unanimously.

9. Leases – Attachment Exhibit 1 (For possible action)

Mr. Wells explained, there are three leases in Exhibit 1 for approval by the Board and members have requested additional information on number 2, between the Department of Health and Human Services Division of Welfare and Supportive Services and Shoshone Cattle and Land Development Company.

Governor Sandoval stated he asked for this to be held out because it's for \$9.5 million and there is a 5% increase built into that lease, 2.5% per year for 10 years or so. He said that may be a good sign that the market is good in Las Vegas. He went on to say that this is a long-standing location for the Department, but he wanted to make sure he had an understanding of why there's such a massive jump in the amount of the lease. Mr. Fisher, Administrator, Division of Welfare and Supportive Services came to the witness table and added that it is a 10-year lease. He explained, *normally we go after five-year leases. This is a 10-year lease. There are some tenant improvements rolled into this lease as well. We've been in that location for 25+ years. It's one of the older buildings. It needs carpet replaced, paint on the interior of the building. As you can imagine, it's one of our busiest locations in the Las Vegas area as well, so the front doors get used a lot. We need those front doors replaced. With that, I don't know, with regards to the 2%, if leasing services have some comments they would like to make.*

Leanne Lima, Leasing Services, State Public Works Division, explained, *that's the standard 5% every other year. The rates are going up in Las Vegas. We also had to add parking into this lease agreement. The previous lease had no parking negotiated into it. It is a shared location with a State space, so parking is pretty congested over there. We had to add additional parking as well.*

Governor Sandoval noted the economy is better and previous leases there were some reductions and some savings. He stated this has been the first lease that he has seen with this significant of an increase for every other year. He said this has been the first lease that he has seen that has had this significant of an increase for every other year. He went on to say that he didn't want to send out the message that 5% every other year is standard. It's just, this is a unique location.

The Attorney General moved to approve the leases contained in agenda item number 9. The Secretary of State seconded the motion. The motion passed unanimously.

10. Contracts – Attachment Exhibit 2 (For possible action)

Mr. Wells explained that there are 18 contracts listed in Exhibit 2 for approval by the Board this morning. Contract number 12 between the Department of Public Safety and Taser International was deferred at the December meeting in order to answer technical questions, all of which have been answered. Contract number 4 is erroneously listed as a sole source contract when it is actually an extension of a contract awarded through the RFP process in 2008. The waiver from Purchasing for this contract is to extend beyond the normal contract period. Contract number 3 between the Department of Administration, Enterprise IT Services Division and IBM Corporation has been withdrawn.

Members have requested additional information on the following: Contract Number 1 between the Office of the Attorney General and the Law Offices of Chris Halsor. Contract Number 9 between the Department of Corrections and Renown Regional Medical Center. Contract Number 12 between the Department of Public Safety Highway Patrol Division and Taser International. Contracts 13, 14 and 15 between the Department of Wildlife and Brian D. Jansen, Canyons West Guide Service LLC and the Head Master.

Mr. Wesley Duncan, First Assistant, Attorney General explained Contract number 1 is a new contract to provide training to prosecutors to assist in evaluating and prosecuting DUI and DUI-related vehicular homicide cases. Also, to provide data reports relating to those cases for future training needs.

The contract is to hire a Traffic Safety Resource Prosecutor, to train prosecutors in the 15 rural counties across the State. It's the Attorney General Office's hope that by utilizing better training, the incidences of DUI fatalities will decrease. This is a 9-month contract.

Mr. Duncan stated, as I was sitting here and the Board Members were discussing agenda item 6, one of the realities with the passage of the Initiative Petition to the Recreational use of Marijuana by our neighbor Colorado, has seen marijuana-related traffic deaths rise 62% since legalization in 2013. The percentage of use, teen usage, adult usage and also college-aged users has really skyrocketed. The

reality of that will be that there will be more impaired drivers, unfortunately, and statistically on Nevada roadways. In order to try to combat that and also to combat the normal DUIs that we get from drinking alcohol that we're seeing on our roadways, we are hoping that this contract will be approved.

The trainer will train prosecutors in nine months in all 15 of our rural counties to effectively prosecute DUIs across the State. The National Highway Traffic Safety Administration had a survey that they did when they surveyed prosecutors who started to prosecute these types of cases and it came back that half of those Judges and prosecutors said that they didn't feel they were actually ready and received the type of training to be able to prosecute those cases.

Although our rural counties have much lower, of course, population densities, 33% of the fatalities are found in our rural counties. This trainer will focus on going to all of those counties to help the prosecutors and law enforcement there get the training. That includes everything from teaching them how to do direct and cross-examination of experts, almost to act as an attorney consultant on active cases, also, to provide technical type assistance to prosecutors. I think it's going to be a real plus for our prosecutors and our law enforcement in our rural jurisdictions.

A little bit about the attorney that we've contracted with. His name is Mr. Chris Halsor. He was a former prosecutor in Denver and also, he served as Colorado's main Traffic Safety Resource Prosecutor for six years, where he became a foremost expert in training prosecutors and law enforcement, not only for regular alcohol related DUIs but also more importantly in the wake of IP1 in our State, for marijuana and drug-related DUIs as well.

We are certainly fortunate to be able to have the services of Mr. Halsor to provide this training to our rural counties over the next nine months.

Governor Sandoval noted that he assumed since Mr. Halsor was from Colorado that he has some unique expertise with regard to the prosecution of driving while impaired for marijuana. He went on to say that this is going to be new for the State. The Governor said that he applauded Mr. Duncan and the Attorney General for pursuing this. He said that the state is going to need this expertise, particularly in the rural counties that don't have the resources that the other counties, Washoe and Clark obviously, have. The Governor said he was looking forward to Mr. Halsor completing his responsibilities. He also said that Mr. Halsor knows the driving under the influence laws and perhaps he may have some expertise in assisting the legislature on how the laws are likely going to have to be changed to meet the new challenges of the passage of the initiative.

The Attorney General said that he wanted to take this opportunity to thank his Office and the Grants Unit for developing this concept. He went on to say that his office has strived to do this over the last few years, to be integrated with law enforcement and prosecutors across the State. He said it was a great testament to his office to be able to fund this before the Initiative actually went into place.

Governor Sandoval moved to Contract number 9, Department of Corrections. He noted the large amount and thought it important to make a record for that.

Mr. John Borrowman, Deputy Director, Support Services, Department of Corrections, and Chuck Schardin, Chief Medical Administrator, Department of Correction came to the witness table. Mr. Borrowman told the Board that the contract that his department is presenting is for the second amendment with Renown to provide specialty clinics, generally through telemedicine. He went on to say this would be for HIV-AIDS treatment and Hepatitis C, as well as other infectious diseases. The general intent of this particular contract is not only to provide or have access to the provider community to provide the telemedicine for the inmates but also to utilize their 340B Pharmacy Program, which comes at a substantial discount for our best pricing then NDOC could obtain. *Not only do we work with the community partner this way but we do get substantial savings through our pharmacy.*

The contract amendment in front of you not only augments the current contract authority but it also asks for sufficient authority to extend this an additional four years. We have seen a substantial increase in the inmate population that is requiring these services. The amount reflects not only authority for the current four years but the next four years with an increased population.

Governor Sandoval noted that there are significant savings, taking advantage of the telemedicine, rather than having to transport the inmate. Mr. Borrowman explained, *the actual charge themselves, from the provider and is very reasonable. As alluded to, the expenditure to the Department of Corrections involves having to have two officers per inmate, unless we can find an economic way of transporting them. Yes, we would have to transport them from institutions to a site where we could have the medical care provided. The telemedicine helps us avoid any transportation of an inmate, maintains the security in-house and still provides that medical service.*

Contract number 12 was presented by the Department of Public Safety and Taser International. Colonel Dennis Osborn, Chief, Nevada Highway Patrol came to the witness table and explained, *the contract that we have in front of you for approval today will bring us in compliance with SB111. The request for all highway patrol troopers and operational field units to have the body cameras.*

Colonel Osborn introduced Sergeant LaPrairie with the Department of Public Safety. Sergeant LaPrairie is the project manager and Colonel Osborn noted that he has done a phenomenal job. He went on to say that he thinks that Sergeant LaPrairie is probably one of the experts in the country now because of his project management experience in body cameras.

Governor Sandoval asked how the pilots have gone. Sergeant Chris LaPrairie noted they were actually able to test three different vendors and came up with the vendor that they felt suited their needs.

Governor Sandoval asked how the troops liked the body cameras. Sergeant LaPrairie stated, *for the most part, they love them. With having in-car camera systems, our troops are already used to being videotaped. It's not a shock to them. This should be a fairly smooth transition.*

Governor Sandoval asked how long they store the videotapes and where are they stored. Sergeant LaPrairie explained, *currently, they recently had a change that anything that's classified as a non-event used to be 90-days- with data storage costs that could cost quite a bit. They had that moved down to 30-days. Then, events related to arrests are five years. Then, accident and citations are three years.*

The Secretary of State asked Sergeant LaPrairie to clarify where the tapes are being stored. Sergeant LaPrairie stated that they will be stored through Taser's cloud storage.

Governor Sandoval asked if they are the only law enforcement agency in the State with body cams. Sergeant LaPrairie noted that the Las Vegas Metro has body cameras and he went on to say that he thought that there are small counties that have purchased a small group of them.

Governor Sandoval asked when all the troops will have the body cams. Sergeant LaPrairie said if this contract is approved, an order will be placed and the quote is about 4-6 weeks for delivery. Once the cameras are delivered they be implemented for the Reno/Carson area. Once the bugs are worked out then they will go to a full deployment by mid-June-early July.

Governor Sandoval moved to Contracts 13, 14 and 15 from the Department of Wildlife. He noted there was a new contract for \$480,000. There was an existing vendor, but there are three vendors for mountain lion capture. He asked for it to be explained.

Tony Wasley, Director, Department of Wildlife, came to the witness table. *Mr. Wasley told the Board all three of these contracts are related in terms of the services they provide which is mountain lion capture, collaring and removal in some instances. The Department generates about a \$500,000 annually, those funds are earmarked for predator control activities. Coming out of the 78th Legislative Session, AB-78 required specifically how those funds were to be utilized towards predator control. AB-78 required that 80% of those funds be used for lethal control. Two of these three contracts are amendments to assist the State in achieving that goal of 80% lethal control. Those contracts being amended were approved in July and August, respectively. Unforeseen by the Department, Wildlife Services, under USDA Animal Plant Inspection Services, who normally provides the vast majority of these services for us, was sued by Wild Earth Guardians and as a settlement condition of that suit, the contractor who normally provides these services for us is unable to do so in any area designated as wilderness or wilderness study areas. These three contracts will help the Department, assist the Department in meeting*

the language contained in AB-78 to meet that demand, the 80% of those control activities or those revenues are spent on lethal control activities.

Governor Sandoval thanked Director Wasley and stated that was the clarification he was seeking. The Governor asked if this was the consequence of litigation. *Director Wasley confirmed and indicated that two of these three contracts are amendments. With the approval of these amendments and the new contract, the State would have four contracts in place. Three of those contracts would be with Nevada businesses. These are individuals that are located strategically around the State - one in Spring Creek and one in Reno. They have a unique geographic knowledge of the area and a skillset to, you know, relationships with landowners, for example, to get access and a skillset and a geographic knowledge that makes them well suited for the areas in which they're contracted.*

The fourth contract, which is the new one, is a non-resident, as you mentioned. It's a broader contract, this individual; there was a more stringent requirement in that RFP process. This individual provides additional services. He is a researcher with advanced degrees, extensive experience in researching lions. We have some specific questions that we've been challenged on with our practices and so this individual has, again, a unique skill set that will assist us in answering some of those related questions.

Governor Sandoval stated *I'm glad you added that. \$600 a day, \$1,000 in equipment costs and then \$2,000 per lion. It sounds like that could add up pretty fast.*

The Attorney General moved for approval. The Secretary of State seconded the motion. The motion passed unanimously, 3-0.

11. Master Service Agreements – [Attachment Exhibit 3](#) (For possible action)

Mr. Wells said that there are six master service agreements in Exhibit 3 for approval by the Board this morning and no additional information was requested.

The Attorney General moved for approval of the Master Service Agreements. The Secretary of State seconded the motion. The motion was approved unanimously.

12. Information Item – [Attachment Exhibit 4](#)

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 November 16, 2016 through December 20, 2016.

Mr. Wells explained, there were 26 contracts under the \$50,000 threshold that were approved by the Clerk between November 16, 2016 and December 20, 2016. This item is informational only and no additional information was requested.

13. Information Item – Report

Governor’s Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor’s Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of December 16, 2016.

TORT Claim Fund	\$ 7,077,555.67
Statutory Contingency Account	\$ 1,337,160.74
Stale Claims Account	\$ 1,692,658.01
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,738,066.72
IFC Unrestricted Contingency Fund General Fund	\$10,192,095.37
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ 3,429,834.00
IFC Restricted Contingency Highway Fund	\$15,689,332.00

Mr. Wells explained, that this information report shows the balances in the various contingency accounts that are managed either by the Board of Examiners or the Interim Finance Committee as of December 16, 2016. The only difference in the balances would be the IFC Unrestricted Contingency Fund for the General Fund which will be decreased if the IFC approves the request that the Board approved this morning under agenda item number 8. Mr. Wells stated that he thought the balances are pretty healthy and that only about half the amount would be requested for the last biennium to replenish the fund.

14. 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.

15. Adjournment (For possible action)

The Governor adjourned the meeting at 11:46 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 | Fax: (775) 684-0260

Date: January 5, 2017
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, Budget Analyst *PN*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION, FLEET SERVICES DIVISION

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to purchase 13 replacement vehicles not to exceed \$315,645.25.

Additional Information:

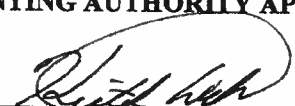

The division seeks approval to replace 12 vehicles, not to exceed \$286,866.25, which have reached or exceeded the mileage and/or age replacement schedule criteria of SAM 1309. The vehicle purchase was legislatively approved (SFY17 E711). Additionally, the division seeks approval to replace one vehicle not to exceed \$28,779 due to an accident resulting in a total loss of the vehicle. This authorization will be funded with accident recovery funds and from the agency's reserves.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: *PN*
ACTION ITEM: _____

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

Agency Name: Administration / Fleet Services	Budget Account #: 1356	
Contact Name: Keith Wells	Telephone Number: 775-684-1883	
<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>Number of vehicles requested: <u>13</u> Amount of the request: <u>\$315,645.25</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Various - Please see attached</p> <p>Mission of the requested vehicle(s): Various - Please see attached</p>		
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: E711 - Replacement Vehicles</p> <p>If no, please explain how the vehicles will be funded? Accident Vehicle - Reserves will be utilized</p>	
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>13</u> Replacement(s)</p>		
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p>Yes - where applicable</p>		
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: See attached Odometer Reading: Type of Vehicle:</p> <hr/> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Yes</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>	
<p><i>Please attach an additional sheet if necessary</i></p>		
<p>APPOINTING AUTHORITY APPROVAL:</p>		
 _____ Agency Appointing Authority	 _____ Title	<u>12.28.16</u> _____ Date
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p>		
_____ Board of Examiners	_____ Date	

Brian Sandoval
Governor



Patrick Cates
Director

Lee-Ann Easton
Deputy Director

Keith Wells
Administrator

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
FLEET SERVICES DIVISION**

750 E. King Street
Carson City, Nevada 89701-4768
Phone: (775) 684-1880 | Fax: (775) 684-1888
Website: www.fleetservices.nv.gov

MEMORANDUM

December 28, 2016

TO: Paul Nicks, Budget Analyst 5
Governor's Finance Office

FROM: Keith Wells, Administrator

SUBJECT: February BOE Agenda Item Request

Can you please place the attached Board of Examiners (BOE) vehicle purchase request on the February BOE agenda. This request is to purchase 12 replacement vehicles in the amount of \$286,866.25 as approved in the Fleet Services Legislatively approved budget for budget account 1356 decision unit E711 and one replacement vehicle in the amount of \$28,779 to replace a vehicle which was totaled in an accident.

This is a routine request to replace vehicles assigned to various Fleet Services customers based throughout the state that have either met the replacement criteria per State Administrative Manual section 1309 or will reach the replacement criteria within the next 90 days.

Accident Summary:

Vehicle 23B069 assigned to DPS – Parole and Probation was totaled in an accident on September 13, 2016. The State driver was not at fault. Insurance recovery funds total \$4846.17.

Thank you for your consideration,


Keith Wells,

**Fleet Services FY2017 Vehicle Replacement Request February (BOE)
Budget Account 1356**

Order ID	Budget Account	Agency	Vehicle Type Requested	Replaces	Description	Mileage	Region	Total Cost	Meets SAM By	Comments
A064	4061	Gaming	Dodge Durango - Midsize SUV - Undercover Unit	345SZG	2006-TOY-HIGH	112,386	Reno	\$ 26,500.00	Age	Undercover Investigation Vehicle
A065	4061	Gaming	Ford Midsize Suv Police Undercover Unit	071V5Z	2010-FOR-FUSI	107,735	Canson	\$ 28,817.00	Mileage	Undercover Investigation Vehicle
A066	4061	Gaming	Hyundai Elantra - Intermediate Sedan Undercover Unit	235VDU	2007-CHR-SEBR	101,926	LV	\$ 17,997.25	Mileage	Undercover Investigation Vehicle
A067	4061	Gaming	Nissan Altima - Intermediate Sedan Undercover Unit	071V5V	2010-FOR-FUSI	100,305	LV	\$ 17,250.00	Mileage	Undercover Investigation Vehicle
A068	4061	Gaming	Nissan Altima - Intermediate Sedan Undercover Unit	871XNN	2005-DOD-STRA	97,388	LV	\$ 17,250.00	Age	Undercover Investigation Vehicle
A069	1030	AG	Nissan Altima - Intermediate Sedan Undercover Unit	209SLH	2006-DOD-STRA	90,315	Canson	\$ 17,250.00	Age	Undercover Investigation Vehicle
A070	3167	Acting	Ford Fusion - Intermediate Sedan	59683	2011-CHE-MALI	100,492	ELKO	\$ 18,713.00	Mileage	Undercover Investigation Vehicle
A071	3646	DCFSS NV CHILD & ADOLESCENT	7 - Passenger Minivan	46225	2004-FOR-VAN	99,253	LV	\$ 22,811.00	Age	
A072	1354	Fleet Services	Dodge Durango - Midsize SUV	46637	2004-CHE-TRAI	121,893	LV	\$ 26,500.00	Age	
A073	1354	Fleet Services	Ford Taurus - Fullsize Sedan	68508	2006-FOR-TAJUR	94,378	LV	\$ 22,707.00	Age	
A074	4151	Conservation	Ford Expedition 9 Pass Fullsize SUV	53382	2007-CHE-SUBU	132,841	CC	\$ 41,080.00	Mileage	
A075	3650	MILITARY, NATIONAL GUARD	Dodge Ram 2500 Crew Cab Pick up	51067	2008-CHE-2500	116,592	RENO	\$ 29,981.00	Age	
Total:								\$ 286,866.25		

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

Specify State's Vehicle Item Number: 5.2D Dodge Durango SXT AWD and RWD		
<small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Dodge Durango SXT AWD, 2017, WDEL75	\$26,500.00	\$26,800.00
State vehicle miles per gallon (MPG): 17/24		
State manufactures warranty: 3/36,000 COMP AND 5/100,000 POWERTRAIN		
Specify engine size and emission rating: 3.6 LITER V-6; Electric Start Stop		
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:		
Exterior Color: List available colors:		
Billet, Blu by You, Bober Brown, Black, Granite, Octane Red, Vice White (\$530.00), White Knucle		
Seats, Cloth: List available colors:		
Black or Black/Lt Frost		
GVW: 6500#	WHEELBASE: 119.8	
<small>(When Applicable)</small>	<small>(When Applicable)</small>	

Order ID Dec unit ED11

A064

A072

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

		DEDUCT AMOUNT
ABS Brake System	STD	\$-
Air Conditioning	STD	\$-
Cruise Control	STD	\$-
Diesel Engine	N/A	\$-
Engine Block Heater	N/A	\$-
Four Wheel Drive (4x4)	INC	\$-
Heavy Duty Alternator	N/A	\$-
Trailer Tow Group	\$886.00	\$-
Integrated Trailer Brake (3/4 ton only)	N/A	\$-
Keyless Entry w/Fob (must have power door locks)	STD	\$-
Limited Slip Differential	N/A	\$-
Paint, Metallic	SEE PAINTS	\$-
Power Mirrors	STD	\$-
Power Locks	STD	\$-
Power Seats	See Group	\$-
Power Windows	STD	\$-
Radio; AM/FM Stereo, Cassette Player	AM FM	\$-
Radio; AM/FM Stereo, Cassette Player, CD	AM FM W AUX PORT	\$-
Rear Window Wiper	STD	\$-
Seats, Vinyl	N/A	
Vinyl Colors:		
Skid Plate	N/A	\$-
Tilt Steering	STD	\$-
Tire, Spare, Full Size	STD	\$-
Trailer Tow Mirrors	N/A	\$-
Daytime Running Lamps	\$36.00	
Delete 3rd Row Seat	\$0.00	
RWD Delete AWD WDDL75		<\$2,295.00>
Uconnect Handsfree Communication	STD	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00

per mile.

STANDARD PAGE FOR POLICE VEHICLES - 8477

(Use separate page for each package)

DEALER NAME

CAPITAL FORD, CARSON CITY, NEVADA (TIM SMITH 775-882-5353 ext.211)

Specify State's Vehicle Item Number: 1.2 SPORT UTILITY VEHICLE FOUR WHEEL DRIVE

Please provide MSRP pricing: \$32,455

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2017 Ford Utility Police Interceptor K8A AWI	\$27,297	\$27,597

State vehicle miles per gallon (MPG): 16 City / 21 Hiway

State manufactures warranty: 3 year 36,000 mile comprehensive/ 5 Year 100,000 Powertrain

Exterior Color

(BU) Medium Brown Metallic, (E3) Arizona Beige Metallic Clearcoat, (G1) Shadow Black
(HG) Smokestone Metallic, (J1) Kodiak Brown Metallic, (JL) Dark Toreador Red Metallic
(KR) Norsesea Blue Metallic, (LK) Dark Blue, (LM) Royal Blue, (LN) Light Blue Metallic,
(MM) Ultra Blue Metallic, (N1) Blue Jeans Metallic, (TN) Silver Gray Metallic, (UJ) Sterling Gray Meta
(UX) Ingot Silver Metallic, (YG) Medium Titanium Metallic, (YZ) Oxford White

Seats, Cloth: (FW) Charcoal Black

Wheelbase:113"

ITEMIZED OPTION PAGE ~ POLICE VEHICLES

(Use separate page for each package)

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$.78 per mile.

Dec unit ED11

order ID A065

2017 UTILITY POLICE INTERCEPTOR POLICE INTERCEPTOR CONTENT

Unique Utility Police Interceptor Features Include:

MODEL/SERIES/AVAILABILITY

- 2 Available Models
 - 3.7L V6 Ti-VCT FFV AWD
 - 3.5L V6 EcoBoost® AWD
- 1 Available Series
 - 500A

MECHANICAL

- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- 3.7L Ti-VCT V6 FFV High efficient Police Calibrated (V6 displacement technology is optimal for long days spent idling or on the job)
- Brakes – Police calibrated high performance system. 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Transmission – 6-speed automatic, exclusively police calibrated for maximum acceleration and faster closing speeds
- Alternator – Heavy-Duty 220 Amp
- Battery – Heavy-Duty 750 CCA
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty.
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS

INTERIOR FEATURES

- Cargo Area – Spacious area for police equipment
- Column Shifter
- Flooring – Heavy-duty vinyl, offers ease of cleaning, long term durability
- Pedals – Power-adjustable
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offer easy care for cleaning
 - Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace)
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 9-inch space between driver and passenger seats for aftermarket consoles
 - Console mounting plate
 - Dash pass-thru opening for aftermarket wiring
 - Headliner – Easy to drop
 - Integrated LED police flashers (Available)
 - Taillamps – Integrated police flashers (Available)
 - ★ Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row passenger seat floorboard).
- Note:** Now standard on the Police Interceptor Utility

TECHNOLOGY

- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Available)
- Ford SYNC® – Hands-free communications with programmable steering wheel-mounted controls (Available)
- Rear Video Camera with Washer (Standard)
- Reverse Sensing (Available)
- Unique Steering Wheel (with up to 4-remappable configurations – Available)

COMMONALITY

- Commonality of parts between the Sedan and Utility Interceptors include: Front brake callipers, rear brake calipers, wheels, battery, 220 amp alternator, PTU, RDU and front-seats.
- Maintenance Components – Oil filter, air filter, spark plugs, front and rear brake pads, front and rear brake rotors and tires.

SAFETY/SECURITY HIGHLIGHTS

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV and all lesser NIJ rounds) (Available)
- Exterior Key Locks – Driver, passenger side and liftgate
- 75-mph Rear End Crash Tested
(**Note:** The full-size spare tire secured in the factory location is necessary to achieve police-rated 75 mph rear impact crash-test performance attributes)

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

FORD POLICE INTERCEPTOR EXTENDED SERVICE PLAN Powertrain CARE PROTECTION

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) on ALL 2017MY Police Interceptors – Sedan and Utility (Standard)

NEW FOR 2017

- Police Engine Idle feature (47A) Available
- Police Silent Mode (43L) Available
- Global Lock / Unlock feature (18D) Available
- Front Interior Visor Light Bar (96W) Available
- Two (2) 50 amp battery ground circuits – power distribution junction block – Now standard

LATEST ORDER GUIDE UPDATES

- Clarification to Dark Car Feature (43D) and Police Silent Mode (43L)
- Front Interior Visor Light Bar (96W) requires Rear Console Plate (85R)

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com or Dealer eStore for the most current information.

★ = New for this model year

2017 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are std. 2017MY UTILITY POLICE INTERCEPTOR vehicle:

MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console with sunglass holder
 - 1st row task lights (driver and passenger)
 - Dome Lamp – 1st row (red/white)
 - 2nd/3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear

INTERIOR/COMFORT (continued)

- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 6 speakers
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - 5-way Steering Wheel Switches, Redundant Controls
- **Note:** Radio does "not" include USB Port or Aux. Audio Input Jack
- **Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- ★ Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row passenger seat floorboard)
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

08/01/16

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

PROPRIETARY

Series	Option Code	Police Interceptor 500A
Utility Police Interceptor AWD (incl. D&D)	K8A	S
3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission	99R / 44C	S
3.5L V6 EcoBoost® – (131mph Top Speed)	99T / 44C	\$3,130
EQUIPMENT GROUP		
Interior Upgrade Package – 1 st and 2 nd Row Carpet Floor Covering – Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console – Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D) Note: Not available with options: 67G, 67H, 67U	65U	\$371
Front Headlamp / Police Interceptor Housing Only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	86P	\$119
Front Headlamp Lighting Solution – Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (60A) – Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66A	\$809
Tail Lamp / Police Interceptor Housing Only – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	\$58
Tail Lamp Lighting Solution – Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66B	\$404
Rear Lighting Solution – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66C	\$433
Cargo Wiring Upfit Package – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: <ul style="list-style-type: none"> o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Whelen PCC8R Light Relay Center (mounted behind 2 nd row seat) – Light Controller / Relay Center Wiring (jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Does "not" include LED lights <ul style="list-style-type: none"> o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H and 67U	67G	\$1,272
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2 nd row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Grille linear LED Lights (Red / Blue) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	67H	\$3,244

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
(Continued)		
Ultimate Wiring Package Includes the following: - Rear console mounting plate (85R) – contours through 2 nd row; channel for wiring - Pre-wiring for grille LED lights, siren and speaker (60A) - Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> o Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) o One (1) 10-amp siren/speaker circuit engine cargo area - Rear hatch/cargo area wiring – supports up to six (6) rear LED lights - Does “not” include LED lights, side connectors or controller <ul style="list-style-type: none"> o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67G, 67H	67U	\$524
Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	47C	\$100
Police Wire Harness Connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	21P	\$123
KEY EXTERIOR OPTIONS		
Engine Block Heater	41H	\$86
License Plate Bracket – Front	153	O
Lamps/ Lighting		
Auto Headlamp	86L	\$109
Dark Car Feature – Courtesy lamps disabled when any door is opened Note: Not available with Daytime Running Lamps (942)	43D	\$19
★Police Silent Mode – When activated, courtesy lamps and Daytime Running Lamps disabled (user configurable) Note: Daytime Running Lamps do <u>not</u> disable where required by law Note: Requires Daytime Running Lamps (942)	43L	\$19
Daytime Running Lamps	942	\$42
Dome Lamp – Red/White in Cargo Area	17T	\$49
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Requires 60A	21L	\$524
Forward Indicator Pocket Warning LED Lights – Warn, Park, Turn (Driver side – Red / Passenger side – Blue) Note: Requires 60A	21W	\$607
Front Interior Visor Light Bar (LED) – Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities) Note: Requires Rear Console Plate (85R)	96W	\$1,059
Pre-wiring for grille LED lights, siren and speaker	60A	\$49
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue)	63L	\$546
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) – Located on backside of exterior mirror housing – LED lights only. Wiring, controller “not” included. Note: Requires 60A Note: Recommend using Cargo Wiring Upfit Package (67G), Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	\$276
Spot Lamp Prep Kits:		
Spot Lamp Prep Kit, Driver Side Note: Does not include spot lamp housing and bulb	51P	\$132
Spot Lamp Prep Kit, Dual Side Note: Does not include spot lamp housing and bulbs	51W	\$266
Spot Lamp – Incandescent Bulb:		
Driver Only	51Y	\$204
Dual (driver and passenger)	51Z	\$344
Spot Lamp – LED Bulb:		
Driver Only (Unity)	51R	\$375
Driver Only (Whelen)	51T	\$399
Dual (driver and passenger) (Unity)	51S	\$589
Dual (driver and passenger) (Whelen)	51V	\$632

★ = New for this model year

P = Included In Equipment Group, S = Standard Equipment, O = Optional

08/01/16

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

PROPRIETARY

EQUIPMENT GROUP		
Body		
Glass – Solar Tint 2 nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$114
Glass – Solar Tint 2 nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$81
Roof Rack Side Rails – Black	68Z	\$148
Deflector Plate (Standard on EcoBoost® engine)	76D	\$318
VINYL WRAP OPTIONS		
Two-Tone Vinyl Package #1 <ul style="list-style-type: none"> • Roof Vinyl • RH/LH Front-Doors Vinyl • RH/LH Rear-Doors Vinyl • White (YZ) Only Note: Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91H, 91J	91A	\$797
Two-Tone Vinyl Package #3 <ul style="list-style-type: none"> • Roof Vinyl • RH/LH Front-Doors Only Vinyl • White (YZ) Only Note: Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91H, 91J	91C	\$655
Two-Tone Vinyl – Roof <ul style="list-style-type: none"> • Roof Vinyl • White Only Note: Not available with the following options: 91A, 91C	91H	\$466
Two-Tone Vinyl – RH/LH Front-Doors <ul style="list-style-type: none"> • White Only Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G	91J	\$290
Vinyl Word Wrap – POLICE “non-reflective” <ul style="list-style-type: none"> • White (YZ) lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91E, 91F, 91G, 91J	91D	\$755
Vinyl Word Wrap – POLICE “reflective” <ul style="list-style-type: none"> • Black lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91F, 91G, 91J	91E	\$755
Vinyl Word Wrap – POLICE “reflective” <ul style="list-style-type: none"> • White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91G, 91J	91F	\$755
Vinyl Word Wrap – SHERIFF “non-reflective” <ul style="list-style-type: none"> • White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91J	91G	\$755
Wheels		
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	\$58
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel	64E	\$451
Audio/Video		
Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror) Note: This option would replace the camera that comes standard in the 4" center stack area. Note: Camera can only be displayed in the 4" center stack (std) "OR" the rear view mirror (87R)	87R	N/C
SYNC® Basic (Voice-Activated Communication System) – Includes single USB port and single auxiliary audio input jack	53M	\$280
Remappable (4) switches on steering wheel (less SYNC®)	61R	\$148
Remappable (4) switches on steering wheel (with SYNC®)	61S	\$148
Doors/Locks (Select only one!)		
Hidden Door-Lock Plunger w/Rear-door handles operable ¹	52H	\$132
Hidden Door-Lock Plunger w/Rear-door handles inoperable ¹	52P	\$153
Rear-Door Handles Inoperable / Locks Operable ¹	68L	\$33
Rear-Door Handles Inoperable / Locks Inoperable ¹	68G	\$33
* Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch)	18D	N/C
Windows		
Windows – Rear-window power delete, operable from front driver side switches	18W	\$24
Flooring/Seats		
1 st and 2 nd row carpet floor covering (Includes floor mats, front and rear)	16C	\$119
2 nd Row Cloth Seats	88F	\$58
Power passenger seat (6-way) w/manual recline and lumbar	87P	\$309
Front Console Plate – Delete Note: Not available with option: 67G, 67H, 67U, 85R	85D	N/C
Rear Console Plate Note: Not available with option: 65U, 85D	85R	\$33

¹ Options 68L, 68G, 52H and 52P not available in any combination

* = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

2017 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
Keys (Note: Not compatible with Remote Keyless Entry - 595)		
Keyed Alike - 1435x	59E	\$49
Keyed Alike - 1284x	59B	\$49
Keyed Alike - 0135x	59D	\$49
Keyed Alike - 0576x	59F	\$49
Keyed Alike - 1111x	59J	\$49
Keyed Alike - 1294x	59C	\$49
Keyed Alike - 0151x	59G	\$49
Safety & Security		
Ballistic Door-Panels (Level III) - Driver Front-Door Only ²	90D	\$1,506
Ballistic Door-Panels (Level III) - Driver & Pass Front-Doors ²	90E	\$3,012
Ballistic Door-Panels (Level IV+) - Driver Front-Door Only ³	90F	\$2,294
Ballistic Door-Panels (Level IV+) - Driver & Pass Front-Door Only ³	90G	\$4,588
BLIS® - Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z) Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	\$517
Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler	19L	\$19
Mirrors - Heated Sideview	549	\$58
Perimeter Anti-Theft Alarm - Activated by Hood, Door or Liftgate - Requires Key Fob (595)	593	\$114
★ Police Engine Idle feature - This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from Ignition while vehicle remains idling.	47A	\$248
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) Note: Not available with Keyed Alike	595	\$248
Reverse Sensing	76R	\$261
Misc		
Aux Air Conditioning Note: Not available with Cargo Storage Vault (63V)	17A	\$579
Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate - Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C
Cargo Storage Vault (Includes lockable door and compartment light) Note: Not available with Aux Air Conditioning (17A)	63V	\$232
Scuff Guards - Protective wrap edging located on front edge of both rear-doors - Top surface of rear bumper (help protect the upper surface from paint damage that can occur while loading and unloading of cargo)	55D	\$86
My Speed Fleet Management - Allows dealer or fleet administrator to lower the maximum vehicle speed and the maximum audio system volume using a Ford authorized IDS diagnostic service tool - Allows the VMAX speed to be set in 5mph increments (between 90 - 131 mph) Note: See Uppfitter's Guide for further detail www.fordpoliceinterceptorupfit.com	43S	\$58
Noise Suppression Bonds (Ground Straps)	60R	\$95
Enhanced PTU Cooler - Power Transfer Unit - Recommended Usage: EVOG Training; Continuous / Extended Track Usage Note: This PTU Cooler is not required for day to day patrol usage Note: Requires the 3.5L V6 EcoBoost® Engine (99T)	52B	\$2,779
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$285

² Tested and meets the requirements of NIJ Standard 0108.01 Level III:
 • 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)
 Per LAPD requirements, they're also designed to withstand special threat rounds:
 • 7.62 x 39 mm MSC 7.9g (Type 56)
 • 5.56 x 45 mm M193 3.36g
 • 5.56 x 45mm M855 4g

³ Tested and meets the requirements of NIJ Standard 0108.01 Level IV:
 • .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)
 Designed to withstand special threat rounds:
 • 7.62 x 54R LPS 9.65g
 • 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)
 In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional
Ford Division

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME: ABC HYUNDAI

Specify State's Vehicle Item Number: 1.2, SEDAN, 4 DOOR, 5 PASSENGER, MIDSIZE

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
ELANTRA, 2017, 47402F45	\$18,297.25	\$17,997.25

State vehicle miles per gallon (MPG): 29/38 CITY/HWY

State manufactures warranty: 5 YEAR/60K + 10 YEAR/100K (POWERTRAIN)

Specify engine size and emission rating: 2.0L 7 RATING

Includes Minimum Standard Equipment Listed: Yes No If no, state exceptions:
(Refer to page 6 of bid)

Exterior Color: List available colors:

BLUE, WHITE, SILVER, BEIGE, DARK BLUE, BLACK, RED, GRAY

Seats, Cloth: List available colors:

BLACK, GRAY, BEIGE

GVW:

(When Applicable)

WHEELBASE:

(When Applicable)

*ED11 Dec unit
order ID A066*

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME: ABC HYUNDAI

		DEDUCT AMOUNT
ABS Brake System	\$ INCL	\$
Air Conditioning	\$ INCL	\$
Cruise Control	\$ INCL	\$
Diesel Engine	\$	\$
Engine Block Heater	\$	\$
Four Wheel Drive (4x4)	\$	\$
Heavy Duty Alternator	\$	\$
Hitch Receiver	\$	\$
Integrated Trailer Brake (3/4 ton only)	\$	\$
Keyless Entry w/Fob (must have power door locks)	\$ INCL	\$
Limited Slip Differential	\$	\$
Paint, Metallic	\$ INCL	\$
Power Mirrors	\$ INCL	\$
Power Locks	\$ INCL	\$
Power Seats	\$	\$
Power Windows	\$ INCL	\$
Radio; AM/FM Stereo, CD	\$ INCL	\$
Rear Window Wiper	\$	\$
Seats, Vinyl	\$	\$
Vinyl Colors:		
Skid Plate	\$	\$
Tilt Steering	\$ INCL	\$
Spare	\$ INCL	\$
Trailer Tow Mirrors	\$	\$
Trailer Tow Package	\$	\$
Other:	\$	\$

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ _____ per mile.

STANDARD PAGE - FLEET VEHICLES 8475

DEALER NAME Planet Nissan (Use separate page for each package)

Specify State's Vehicle Item Number: 1.2 Intermediate, 4 Dr, 5 Pass

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
<u>Nissan Altima 2017S</u>	<u>\$ 17250</u>	<u>\$ 17250</u>

State vehicle miles per gallon (MPG): 27/39

State manufactures warranty: 3yr/36000 Full 5yr/160000 Powertrain

Specify engine size and emission rating: 2.5 L I 4

Includes Minimum Standard Equipment Listed: X Yes No If no, state exceptions:

(Refer to page 6 of bid)

Exterior Color: List available colors:
Java Metallic, Gun Metallic, Super Black, Brilliant Silver,
Cayenne Red, Pearl White, Glacier White, Storm Blue

Seats, Cloth: List available colors:
Beige, Charcoal

GVW: _____ (When Applicable) WHEELBASE: _____ (When Applicable)

Order ID EPH Dec unit 8
A069
A068
A067

ITEMIZED OPTION PAGE ~ FLEET

DEALER NAME Planet Nissan

(Use separate page for each package)

		DEDUCT AMOUNT
ABS Brake System	\$	\$
Air Conditioning	\$	\$
Cruise Control	\$	\$
Diesel Engine	\$	\$
Engine Block Heater	\$	\$
Four Wheel Drive (4x4)	\$	\$
Heavy Duty Alternator	\$	\$
Hitch Receiver	\$	\$
Integrated Trailer Brake (3/4 ton only)	\$	\$
Keyless Entry w/Fob (must have power door locks)	\$	\$
Limited Slip Differential	\$	\$
Paint, Metallic	\$	\$
Power Mirrors	\$	\$
Power Locks	\$	\$
Power Seats	\$	\$
Power Windows	\$	\$
Radio; AM/FM Stereo, CD	\$	\$
Rear Window Wiper	\$	\$
Seats, Vinyl		
Vinyl Colors:		
Skid Plate	\$	\$
Tilt Steering	\$	\$
Tire, Spare, Full Size	\$	\$
Trailer Tow Mirrors	\$	\$
Trailer Tow Package	\$	\$
Other:	\$	\$

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 150 per mile.

Order ID

A070

Account ED11

~~A073~~

STANDARD PAGE ~ BID #8475 FLEET VEHICLES ~ UPDATED 20160822

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:		Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2017 FORD FUSION (P0G)		\$18,713 ✓	\$19,063
2017 FORD FUSION AWD (P0T)		\$24,106	\$24,456
State vehicle miles per gallon (MPG): 17 CITY - 24 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 2.5L I4			
Includes Minimum Standard Equipment Listed: <u> X </u> Yes <u> </u> No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
OXFORD WHITE	YZ	BRONZE FIRE	H9
TECTONIC	HI	DEEP IMPACT BLUE	J4
GUARD	HN	MAGNETIC	J7
SHADOW BLACK	G1	RUBY RED METALLIC	RR
INGOT SILVER	UX	WHITE PLATINUM METALLIC	UG
Seats, Cloth: List available colors:			
DUNE	BLACK		
GVW: NA# <small>(When Applicable)</small>		WHEELBASE: 107" <small>(When Applicable)</small>	

OPTION PACKAGE PAGE ~ BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
Option Package Name/Code: SE		\$ INCL.	
List Equipment Features Below: INCL. PL, PW, PM, A/C, TILT, CRUISE, KEYLESS ENTRY			

OPTION PACKAGE PAGE ~ BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
		DEDUCT AMOUNT	
ABS Brake System	\$ INCL.		\$-
Air Conditioning	\$ INCL.		\$-
Cruise Control	\$ INCL.		\$-
Diesel Engine	\$ NA		\$-
Engine Block Heater		\$30	\$-
AWD (incl. 2.0L EcoBoost)		\$5,340	

Four Wheel Drive (4x4)	\$ NA	☞
Heavy Duty Alternator (140A)	\$ NA	☞
Hitch Receiver	\$ NA	☞
Integrated Trailer Brake (3/4 ton only)	\$ NA	☞
Keyless Entry w/Fob (must have power door locks)	\$ INCL.	☞
Limited Slip Differential	\$ NA	☞
Paint, Metallic	\$ OPTIONAL N/C	☞
Power Mirrors	\$ INCL.	☞
Power Locks	\$ INCL.	☞
Power Seats (DRIVER'S SIDE ONLY)	\$ INCL.	☞
Power Windows	\$ INCL.	☞
Radio; AM/FM Stereo, Cassette Player, CD	\$ INCL.	☞
Rear Window Wiper	\$ NA	☞
Seats, Vinyl	\$ NA	
Vinyl Colors:		
Skid Plate	\$ NA	☞
Tilt Steering	\$ INCL.	☞
Tire, Spare, Full Size	\$ NA	☞
Trailer Tow Mirrors	\$ NA	☞
Trailer Tow Package	\$ NA	☞
Other:		

Delivery can take 90-120 days post order.

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per unit mile.

STANDARD PAGE ~ ALTERNATE FUEL 8476

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

Specify State's Vehicle Item Number: 4.1 Dodge Grand Caravan 7 Passanger ALT Fuel REV 12-16

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Grand Caravan SE, 2017, RTKH53	\$21,500.00	\$21,800.00
State vehicle miles per gallon (MPG): 12/18 E85 FUEL		
State manufactures warranty: 3/36,000 COMP AND 5/100,000 POWERTRAIN		
Specify alternate engine size and emission rating: 3.6 LITER V-6; BIN 4 ULEV II		
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:		
Exterior Color: List available colors:		
BILLET, BLACK, CONTUSION BLUE, GRANITE, OCTANE RED, WHITE		
Seats, Cloth: List available colors:		
Lt. Graystone/Black or Black		
GVW: 6050 #	WHEELBASE: 121.2	
(When Applicable)	(When Applicable)	

*Dec unit E711
order ID A071*

ITEMIZED OPTION PAGE ~ ALTERNATE FUEL

(Use separate page for each package)

DEALER NAME: Carson Dodge

DEDUCT AMOUNT

ABS Brake System	STD	\$-
Alternate Fuel:	Included-E-85	
CNG Dedicated	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Air Conditioning	STD	\$-
Extra Key w/Fob	CALL DEALER	
Uconnect Communications	\$614.00	\$-
Paint, Metallic	SEE PAINTS	\$-
Power Mirrors	STD	\$-
Power Locks	STD	\$-
Power Seats	\$178.00 ✓	\$-
Power Windows	STD	\$-
Radio; AM/FM Stereo, Cassette Player	AM/FM STD	\$-
Radio; AM/FM Stereo, Cassette Player, CD	AUX INPUT	\$-
Rear Window Wiper	N/A	\$-
Seats, Vinyl		
Vinyl Colors:		
Skid Plate	N/A	\$-
Tilt Steering	STD	\$-
Compact Spare Tire	\$352.00-NO SPARE II ✓	\$-
ParkSense Rear Park Assist System	\$223.00 ✓	
Sunscreen Glass	STD	
HD Engine Cooling	STD	
Load Level Height Control	\$258.00 ✓	
Engine Block Heater	\$85.00	
Security Alarm	\$174.00	
Rear Back Up Camera	STD	
Rear A/C	STD	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00

per mile. REV 1

Order ID

Decavit

A093

E911

STANDARD PAGE ~ BID# 8476 ALTERNATIVE FUEL

fleet@fordcountrylv.com

DEALER NAME: Ford Country Tom Craddock 702-558-8064

Specify State's Vehicle Item Number: 1.1 Sedan: Full Size; 4 door; 5 passenger (page 1)

Please provide MSRP pricing: \$28,220

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Ford, Taurus, 2017, (P2D/P2E/P2H)	\$22,972.00	\$22,572.00

State vehicle miles per gallon (MPG) 19/29

State manufactures warranty: 3 year/36k bumper to bumper - 5 year/60k powertrain

Specify engine size and emission rating: 3.5L Ti-VCT V6 E85 FLEX FUEL

Includes Minimum Standard Equipment Listed: X Yes No if no, state exceptions:

Exterior Color: List available colors:

White Gold, Magnetic, Blue Jeans, Shadow Black, Ingot Silver, Oxford White

Seats, Cloth: List available colors:

Dune

GVW:

(When Applicable)

WHEELBASE:113"

(When Applicable)

ITEMIZED OPTION PAGE ~ BID# 8476 ALTERNATIVE FUEL

Specify State's Vehicle Item Number: 1.1 Sedan: Full Size; 4 door; 5 passenger (page 3)

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

fleet@fordcountrylv.com

DEDUCT AMOUNT

ABS Brake System	standard	\$-
Air Conditioning	standard	\$-
Cruise Control	standard	\$-
Daytime running lamps	\$49 ✓	\$-
Engine Block Heater	\$86	\$-
All Wheel Drive (SEL)	\$4,356	\$-
SYNC Bluetooth	standard	\$-
Rear View Camera	standard	\$-
SIRIUS Radio	\$181	\$-
Keyless Entry w/Fob	standard	\$-
Auto Headlamps	standard	\$-
Cargo Organizer	\$190	\$-
Heated Mirrors	SEL Package	\$-
Power Locks	standard	\$-
Power Seat	standard	\$-
Power Windows	standard	\$-
Smokers Package	\$86	\$-
Radio; AM/FM Stereo, CD	standard	\$-
All Weather Floor Mats	\$86 ✓	\$-
Seats, Cloth		
Colors: Dune		
Additional Key With Fob	\$185	\$-
Tilt Steering	standard	\$-
Tire, Spare, Full Size	N/A	\$-
Trailer Tow Mirrors	N/A	\$-
Trailer Tow Package	N/A	\$-
		\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00 per mile.

Order ID A074
 Dec unit ED11

STANDARD PAGE/COST MATRIX - BID #8475 FLEET VEHICLES - UPDATED 20160822

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	5.5, SUV, 3/4TON, 4DR, 4WD, 5-9PASS		
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS	
2017 FORD EXPEDITION XL EL (K1G/K1J)	\$39,718 ✓	\$40,118	
State vehicle miles per gallon (MPG): 13 CITY - 19 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.7L EcoBoost			
Includes Minimum Standard Equipment Listed: X Yes No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
BLUE JEANS CC/M	F1	STERLING GRAY CC/M	UJ
TUXEDO BLACK CC	UH	INGOT SILVER CC/M	LX
VERMILLION RED CC (XL ONLY)	F1	OXFORD WHITE CC	Z1
Seats, Cloth: List available colors:			
GREY			
GVW: NA#	WHEELBASE: 119"		
(When Applicable)	(When Applicable)		

OPTION PACKAGE PAGE - BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	5.5, SUV, 3/4TON, 4DR, 4WD, 5-9PASS		
Option Package Name/Code:	XLT		\$3,807
List Equipment Features Below:	INCL. PW, PL, PM, A/C, CRUISE, CARPET, RUNNING BOARDS & SKID PLATES		
Option Package Name/Code:	FLEET CONVENIENCE PKG		\$345
List Equipment Features Below:	INCL. PWR ADJ PEDALS, REVERSE SENSING, MESSAGE CNTR		

OPTION PACKAGE PAGE - BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	5.5, SUV, 3/4TON, 4DR, 4WD, 5-9PASS		DEDUCT AMOUNT
ABS Brake System	\$ INCL.		\$-
Alternate Fuel:	\$ INCL.		\$-
CNG Dedicated	\$ NA		\$-
Air Conditioning	\$ INCL.		\$-
Air Conditioning, REAR	\$ INCL.		\$-
Extra Key w/Fob	\$ NA		\$-
Limited Slip Differential	\$ INCL. (ADVANCE TRAC)		\$-
Paint, Metallic	\$ OPTIONAL N/C		\$-
Power Mirrors	\$ INCL.		\$-
Power Locks	\$ INCL.		\$-
Power Seats (Driver only)	\$ INCL.		\$-
Power Windows	\$ INCL.		\$-
Radio; AM/FM Stereo, Cassette Player, CD	\$ INCL.		\$-
Rear Window Wiper	\$ INCL.		\$-
Seats, Vinyl	\$ NA		\$-
Vinyl Colors	\$ NA		\$-
Skid Plate	\$ INCL.		\$-
Tilt Steering	\$ INCL.		\$-
Tire, Spare, Full Size	\$ INCL.		\$-
Other:			
FOUR WHEEL DRIVE	\$ INCL.		\$-
SIDE AIR BAGS	\$ INCL.		\$-
TRAILER TOW	\$489		\$-
RUNNING BOARDS, BLACK	\$379		\$-
PEDALS, POWER ADJUSTABLE	\$ SEE XLT CONV. PKG		\$-
DAYTIME RUNNING LAMPS	\$39		\$-
Extra key fob	\$150		\$-
SYNC- INCL. SIRIUS XM & 3rd ROW SEATING	\$954		\$-
	\$		\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per mile unit.

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

Specify State's Vehicle Item Number: 2.14 Dodge Ram 2500 Crew Cab LWB 4x2-4x4 Gas		
<small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>		
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Dodge Ram 2500 Crew Gas , 2017, DJ2L92	\$25,800.00 ✓	\$26,100.00
State vehicle miles per gallon (MPG): N/A HD Truck		
State manufactures warranty: 3/36,000 COMPREHNSIVE AND 5/100,000 POWERTRAIN		
Specify engine size and emission rating: 5.7 LITER V-8; HD ULEV II		
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:		
Exterior Color: List available colors:		
Black Forest Green, Blue Streak, Silver, White, Brilliant Black, Delmonico Red, Flame Red, Granite Crys		
Lux Brown, Max Steel, True Blue		
Special production color available for \$383.00-Call dealer for colors.		
Seats, Cloth: List available colors:		
Dark Slate Gray		
GVW: 8800 #	WHEELBASE: 169.0	
(When Applicable)	(When Applicable)	

*Order ID
A075 E1711*

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME: Carson Dodge Chrysler Jeep

		DEDUCT AMOUNT
ABS Brake System	STD	\$-
Air Conditioning	STD	\$-
Cruise Control	STD	\$-
Diesel Engine	See 2.14A	\$-
Engine Block Heater	N/A	\$-
Four Wheel Drive (4x4)	\$2,800.00 ✓	\$-
Heavy Duty Alternator	\$72.00 180 AMP	\$-
Hitch Receiver	STD	\$-
Integrated Trailer Brake (3/4 ton only)	\$238.00 ✓	\$-
Keyless Entry w/Fob (must have power door locks)	STD	\$-
Limited Slip Differential	\$336.00 ✓	\$-
Paint, Metallic	SEE PAINTS	\$-
Power Mirrors	STD	\$-
Power Locks	STD	\$-
Power Seats	N/A	\$-
Power Windows	STD	\$-
Radio; AM/FM Stereo, Cassette Player	AM/FM STD	\$-
Radio; AM/FM Stereo, Cassette Player, CD	Aux Inputs	\$-
Rear Window Wiper	N/A	\$-
Seats, Vinyl		(-\$425.00)
Vinyl Colors: SLATE GRAY		
Skid Plate W/ Tow Hooks 4x4	\$85.00 ✓	\$-
Tilt Steering	STD	\$-
Tire, Spare, Full Size-	STD	\$-
Trailer Tow Mirrors	\$166.00 ✓	\$-
Trailer Tow Package	STD	\$-
Daytime Running Lamps	\$34.00 ✓	\$-
LT 275/70R18E ON OFF ROAD TIRES	\$191.00 ✓	\$-
Rear Sliding Window	N/A	\$-
Mopar Chrome Tube Steps	\$446.00	\$-
HD Snow Plow Prep 4x4	\$115.00	\$-
Uconnect Handsfree Communication 5.0	\$676.00	\$-
Uconnect Handsfree Communication 3.0	\$166.00	\$-
Park Assist System	\$251.00	\$-
Park View Rear Backup Camera	\$208.00 ✓	\$-
Aux Switches I/P Mounted	\$123.00	\$-
6.4 Hemi V-8 Gas Engine	\$425.00	\$-
Electronic Transfer Case	\$230.00	\$-

LED Bed Lighting	\$123.00	✓	
Upfitter VISM Module	\$276.00		
Spray In Liner	\$421.00		\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$300.00 per unit.



State of Nevada
VEHICLE ACCIDENT REPORT
Agency Form

For State Use Only:	
State Claim No.	_____
Budget Acct. No.	_____
Coverage	_____
Adjuster	_____

INSTRUCTIONS: (If you need more space, attach a separate sheet of paper)

- Complete as much information as possible at the scene.
- REPORT all accidents involving third parties**, whether or not there is damage or injury.
- Cooperate with investigating officer(s) and the State's adjuster(s).
- Notify Attorney General's Office ASAP if there is an injury. Tel.: (775) 684-1263; Fax: (775) 684-1275

Sent original to AG's Office **WITHIN 48 HOURS** Claims Manager, Office of the Attorney General, 100 N. Carson Street, Carson City, NV 89701

Sent copy to Risk Management **WITHIN 48 HOURS** Risk Management, 201 S. Roop Street, Suite 201, Carson City, NV 89701

Date of Accident 09/13/16 Time 1346 ^{A.M.} ~~P.M.~~ Location of Accident 215 WEST OF WARM SPRINGS EXIT 9

OUR INFORMATION:

Driver's Name BRANDON BELMONT Agency PAROLE AND PROBATION

Office Address [REDACTED] Bus. phone _____

Driver's Lic. No. [REDACTED] State NV Expiration Date 11/29/2018

Contact Person SGT STANKUS Title DPS SGT Phone [REDACTED]

Is this a MOTOR POOL vehicle? Yes No Vehicle ID No. (VIN) 2G1WS581369360599

Plate No. 23B-069 Year 2006 Make Chevy Model Impala

Location of Vehicle _____

Describe damage to State vehicle: Windshield damage only; no other party involved

THEIR INFORMATION: Self-insurance card provided to driver/owner? Yes No
 TC-1 Claim form provided to driver/owner? Yes No (<http://ag.state.nv.us>)

OWNER'S NAME FORNES, DAVID S Daytime Phone [REDACTED]

Address [REDACTED] City/State/Zip HENDERSON, NV 89074

Insurance Company ALLSTATE Policy No. 916-623-417 City/State HENDERSON, NV

Insurance Agent ALEX KLEYTMAN Phone No. [REDACTED]

Plate No. 492WWD State NV Year 1992 Make CAD Model BROUGHAM

DRIVER'S NAME FORNES, DAVID S Daytime Phone [REDACTED]

Address [REDACTED] City/State/Zip HENDERSON, NV 89074

Driver's Lic. No. 2000465463 State NV Expiration Date 04/20/2019

Describe damage to other vehicle and any injuries reported: NO INJURIES. FRONT

END DAMAGE.

**Nevada Highway Patrol
Accident Information Exchange**

Accident Case # 160001305
Date/Time 09/13/2016 1738

LOCATION INFORMATION

Location IR215
8R171

HOW TO OBTAIN A COPY OF THE COMPLETED ACCIDENT REPORT

The Traffic Collision you were involved in was investigated by the Nevada Highway Patrol. The collision report will be on file at the location listed below.

Northern Command
357 Hammill Lane
Reno, NV 89511
(775) 688-2500
<http://nhp.nv.gov/>

Central Command
3920 East Idaho Street
Elko, NV 89801
(775) 753-1111

Southern Command
4615 West Sunset Road
Las Vegas, NV 89118
(702) 486-4100

HOURS
Mon-Fri
8am-5pm

Collision Reports are typically ready after 10 business days.

You will be required to pay a fee for each copy of the accident report.

Visit our Web Site for additional information: <http://nhp.nv.gov/>

UNIT 1 DRIVER

Driver: FORNES DAVID, S

Veh Yr 1992	Veh Tag 482WWD	State NV
Color TAN	Model BROUGHAM	Type SEDAN 4-DOOR
Make CADILLAC		

Insurance Info

Insurance Policy # 916823417
Insurance Company ALLSTATE
Insurance Address/Phone 800-256-7828

Tow Info

Moved By *RETAINED BY DRIVER
Moved To DRIVEN AWAY

UNIT 2 DRIVER

Driver: BELMONT BRANDON, TYLER

Veh Yr 2006	Veh Tag 23B069	State NV
Color BLUE	Model IMPALA	Type SEDAN 4-DOOR
Make CHEVROLET		

Insurance Info

Insurance Policy # SELF INSURED
Insurance Company STATE OF NEVADA
Insurance Address/Phone

Tow Info

Moved By *RETAINED BY DRIVER
Moved To DRIVEN AWAY

UNIT 3 DRIVER

Driver: SEGOVIA CLAUDIA, MARIA

Veh Yr 2016	Veh Tag WOODZEE	State NV
Color RED	Model CX-5 TOURING	Type SUV/CARRY-ALL
Make MAZDA		

Insurance Info

Insurance Policy # 70760360
Insurance Company PROGRESSIVE
Insurance Address/Phone 800-274-4499

Tow Info

Moved By *RETAINED BY DRIVER
Moved To DRIVEN AWAY

Investigated By B. Burtner, Badge# H6366

ALLSTATE FIRE & CASUALTY INS CO

SOUTHWEST AUTO-LAS VEGAS
222 S.Mill Ave
Suite 511

Tempe, AZ 85281
Phone: (800) 347-4488

Claim #: 000428725477B06
Workfile ID: 71e54b96

Preliminary Estimate

Adjuster: JOHNSON, NICOLE, (702) 837-7063 Business

Insured:	DAVID FORNES	Owner Policy #:	000916623417	Claim #:	000428725477B06
Type of Loss:	Collision	Date of Loss:	09/13/2016 12:00 AM	Days to Repair:	5
Point of Impact:	12 Front	Deductible:			

Owner (Claimant): PAROLE AND PROBATION NEVADA 7060 LA CIENEGA ST LAS VEGAS, NV 89119 (775) 684-1881 Day	Inspection Location: 7060 LA CIENEGA ST LAS VEGAS, NV 89119 Non Drive-in	Appraiser Information: Alfred.EstradaII@Allstate.com (702) 524-3303	Repair Facility: COLLISION BAY 3325 W. DESERT INN RD LAS VEGAS, NV 89102 (702) 551-1100 Day
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VEHICLE

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

VIN:	2G1WS581269360599	Production Date:		Interior Color:	BLACK
License:		Odometer:	93596	Exterior Color:	BLUE
State:	NV	Condition:			

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors

Aftermarket Film Tint

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

Metallic Paint

OTHER

Power Trunk/Gate Release

Preliminary Estimate

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	SUPPLEMENT REQUEST MUST INCLUDE		1	0.00	0.0	0.0
2	#	SUPPLEMENT REQUEST MUST INCLUDE		1	0.00	0.0	0.0
3	#	PHOTOS & INVOICES FOR REVIEW		1	0.00	0.0	0.0
4	#	ALL SUPPLEMENTS REQUIRE PRIOR ALLSTATE APPROVAL		1	0.00	0.0	0.0
5	#	SUPPLEMENT FAX#966-487-5751 OR EMAIL: AZSUPPS2@ALLSTATE.COM		1	0.00	0.0	0.0
6	#	VEHICLE MUST BE TORN DOWN AND PULLS COMPLETED		1	0.00	0.0	0.0
7	#	BY SHOP PRIOR TO REQUESTING SUPPLEMENTS		1	0.00	0.0	0.0
8	#	AM outer body sheet metal parts Approved BY DALE		0	0.00	0.0	0.0
9	#						
10		FRONT BUMPER & GRILLE		0	0.00	2.4	0.0
11		O/H front bumper		0	0.00		0.0
12	** <>	Repl A/M CAPA Bumper cover w/o fog lamps	GM1000763C	1	249.00	Incl.	3.0
13		Add for Clear Coat		0	0.00	0.0	1.2
14	**	Repl Opt OEM Energy absorber	15886100	1	173.38	0.2	0.0
15	**	Repl Opt OEM Upper grille w/o SS	10333709	1	71.00	Incl.	0.0
16		Repl Emblem	22865905	1	36.23	Incl.	0.0
17	**	Repl A/M License bracket	GM1068119	1	21.00	0.2	0.0
18	**	Repl A/M CAPA Lower grille w/o SS	GM1036106C	1	55.00	Incl.	0.0
19		FRONT LAMPS					
20	*	Repl RCY LT Headlamp assy +25%	~133001674	1	<u>125.00</u>	<u>0.3</u>	0.0
21		Aim headlamps		0	0.00	0.5	0.0
22		COOLING					
23	*	Repl RCYP/S cooler +25%	19129786	1	<u>187.50</u> m	<u>1.0</u> M	0.0
24		Repl Baffle	10346636	1	33.57	0.0	0.0
25		HOOD					
26	**	Repl A/M CAPA Hood	GM1230342C	1	294.00	1.5	3.2
27		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
28		Add for Clear Coat		0	0.00	0.0	0.6
29		Add for Underside(Complete)		0	0.00	0.0	1.6
30		Repl Latch w/o remote start	25868008	1	101.15	0.3	0.0
31		EXHAUST SYSTEM					
32	*	Rpr Muffler w/tpipe		0	0.00 m	<u>1.0</u> M	0.0
		NOTE: REPAIR TAIL PIPES					
33		REAR BUMPER					

Preliminary Estimate

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLJE

34		O/H rear bumper		0	0.00	1.9	0.0
35	** <>	Repl A/M CAPA Bumper cover w/dual exh	GM1100736C	1	341.00	Incl.	3.0
36		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
37		Add for Clear Coat		0	0.00	0.0	0.6
38	*	Repl RCY Impact bar +25%	25865729	1	106.25	0.3	0.0
39	*	Repl RCY Energy absorber	20759789	1	Incl.	Incl.	0.0
40		MISCELLANEOUS OPERATIONS					
41	**	Repl A/M COVER CAR		1	5.00	0.3	0.0
42		OTHER CHARGES					
43	#	E.P.C.		1	5.00		
SUBTOTALS					1,804.08	9.9	12.8

NOTES

Estimate Notes:

THIS ESTIMATE IS BASED ON A VISIBLE DAMAGE INSPECTION ONLY. UPON STARTING REPAIRS THE POSSIBILITY OF HIDDEN DAMAGE MAY REQUIRE ADDITIONAL DAYS, PARTS AND/OR LABOR NECESSARY TO COMPLETE REPAIRS.
 I WANT TO MAKE SURE THAT YOU HAVE THE BEST POSSIBLE CLAIMS AND VEHICLE REPAIR EXPERIENCE. PLEASE LET ME KNOW IF I CAN BE OF ANY FURTHER ASSISTANCE TO YOU DURING THE CLAIMS PROCESS.
 THANKS AGAIN FOR DOING BUSINESS WITH ALLSTATE.

702 789-4017 -LKQ Q# 3239818
 F. BUMPER GUTS \$ 155 IF NEEDED
 R.BUMPER /GUTS \$ 85
 LT LAMP \$ 165
 P/S COOLER \$0

702 410-1443-B&R Q#69303 SPOKE TO PHIL
 F. BUMPER \$ 0
 R.BUMPER /GUTS \$0
 LT LAMP \$165.00
 P/S COOLER \$150

Preliminary Estimate

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,799.08
Body Labor	7.9 hrs @	\$ 46.00 /hr	363.40
Paint Labor	12.8 hrs @	\$ 46.00 /hr	588.80
Mechanical Labor	2.0 hrs @	\$ 95.00 /hr	190.00
Paint Supplies	12.8 hrs @	\$ 31.00 /hr	396.80
Other Charges			5.00
Subtotal			3,343.08
Sales Tax	\$ 2,200.88 @	8.1500 %	179.37
Total Cost of Repairs			3,522.45
Total Adjustments			0.00
Net Cost of Repairs			3,522.45

MyPriceLink Estimate ID: 215492621831782400

ALLSTATE SUPPLEMENT REQUEST SHOP FORM

AZSUPPS2@ALLSTATE.COM or FAX 1-866-487-5751

SUPPLEMENT REQUEST PROCESS INSTRUCTIONS:

PLEASE FILL THIS FORM OUT COMPLETELY AND INCLUDE A WRITTEN SUPPLEMENT WITH ALL INVOICES THAT HAVE BEEN RECEIVED. PLEASE INCLUDE SUPPORTING PHOTOS. YOU WILL BE CONTACTED WITHIN 24-48 HOURS.

1 CLAIM # _____

2 CUSTOMER: _____

3 VEHICLE: _____

4 SUPPLEMENT AMOUNT: \$ _____

5 SHOP NAME: _____

6 SHOP ADDRESS: _____

7 SHOP CITY/ZIP: _____

8 SHOP CONTACT: PHONE #: _____

9 SHOP EMAIL ADDRESS: _____

10 VEH AT SHOP AND READY FOR INSPECTION? Y () N ()

11 VEHICLE TORN DOWN? Y () N ()

REASON FOR SUPPLEMENT: _____

Preliminary Estimate

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1CB06, CCC Data Date 9/16/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 000428725477B06
Workfile ID: 71e54b96

Preliminary Estimate

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

ALTERNATE PARTS USAGE

2006 CHEV IMPALA POLICE 4D SED 6-3.9L-FI BLUE

VIN: 2G1WS581269360599 Production Date: Interior Color: BLACK
License: Odometer: 93596 Exterior Color: BLUE
State: NV Condition:

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	20	6
Optional OEM	20	2
Reconditioned	6	0
Recycled	79	4

Lyn Letarti

From: claims@claims.allstate.com
Sent: Thursday, November 10, 2016 3:15 PM
To: Lyn Letarti
Subject: Allstate Claim:0428725477
Attachments: pOLICEODONV.pdf, POLICENVPOA.pdf

Dear Nevada Police Department:

Thank you for speaking with me regarding your total loss claim. My goal is to provide you with outstanding customer service. In order to complete the settlement of your total loss, we will need you to complete a Nevada State Power of Attorney for a Motor Vehicle and an Odometer Statement. Please send it back to us with the original title for the vehicle.

Attached is the Nevada State Power of Attorney and the Odometer Statement. Please review the following guidelines to assure that your paperwork is signed properly.

- ? Please print and sign your name in the 'seller's' section of form exactly as the name(s) appear on the title.
- ? If more than one owner is listed on the title with an 'and/or', each owner must sign their own form.
- ? If more than one owner is listed with an 'or', any named person can sign the form
- ? If there is not an 'and' or 'or' listed and more than one person is listed, please make sure both owners sign their own forms.
- ? If an owner's name is misspelled on the title, please make sure that the name is printed the exact same way on the form.

- ? Please do not mark either box on the Odometer Statement.

- ? Please make sure that your Power of Attorney is notarized.

The Department of Motor Vehicle is very strict and they will not accept any errors, cross out's, white out or markings other than indicated on the example. If there is a mistake made while signing the form, please let us know before mailing it out. Please follow the directions carefully, as any errors may delay payment of your claim.

Once you have signed the Odometer Statement and notarized your Power of Attorney, please mail it with your original vehicle title to:

Las Vegas Copart
4810 N Lamb Blvd
Las Vegas, NV 89115
702-638-9300

Copart will notify Allstate once your paperwork has arrived and been validated. Once the validation has been confirmed and your vehicle has arrived at Copart, I can issue your payment. The payment can be mailed via the post office, to the address you choose, or sent directly to your bank using Electronic Funds Transfer. You can go to Allstate.com to register for the Electronic Funds Transfer option.

If you have any questions at all, please don't hesitate to call me at the number listed below.

Thank you

TANNER VANDERPOOL
Allstate Fire and Casualty Insurance Company
Phone: (480) 927-7350
claims@claims.allstate.com

CONFIDENTIALITY/PRIVACY NOTICE: This e-mail, including any attachments, may contain personal, private and confidential information intended solely for use by the individual to whom it is addressed. If you are not the intended addressee, please be aware that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you received this message in error, please notify the sender immediately by e-mail and delete from your system.

**** Please do not delete your unique Conversation ID ****

*** Conversation ID: 85A73D808035F490 ***



555952968

Check Details

2016 NOV 28 PM 12:16

Policy: 916623417
Claim: 0428725477
Insured: DAVID FORNES

Issued By:
Allstate Fire and Casualty Insurance Company
Southwest Auto
CHARLENE TUCKETT

Payee: NEVADA STATE MOTOR POOL
750 E KING ST,
CARSON CITY, NV 89701-4768 US

Check: 555952968
Issued Date: 11/22/2016
Amount: 4,846.17

Additional Comments: In payment for Property Damage Liability for Date of Loss 9/13/2016.

Payment Type	Method of Settlement	Transaction Reason	Billed Amount	Amount To Pay
BRANDON TYLER BELMONT/Property Damage Liability				
Loss Payment	Total Loss	All Other Property Damage		4,846.17 USD

07116-FCP

CLAIM NO.
INSURED
CLAIMANT
IN
PAYMENT
FOR

0428725477
DAVID FORNES
BRANDON TYLER BELMONT
In payment for Property Damage Liability for Date of Loss
9/13/2016.

Policy 916623417

Allstate

Bank of America
Customer Connection
Bank of America, N.A.
Atlanta, DeKalb County, Georgia

64-1278
61

555952968

Date 11/22/2016

RMCO 4620

Check 555952968
Employee CHARLENE TUCKETT

PAY

Four Thousand Eight Hundred Forty-Six & 17/100 USD

\$

4,846.17

TO THE
ORDER
OF

NEVADA STATE MOTOR POOL

Allstate Fire and Casualty
Insurance Company



750 E KING ST, CARSON CITY, NV 89701-4768 US

Charlene Tuckett

VOID IF NOT PRESENTED WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE DATE OF ISSUE.

AUTHORIZED SIGNATURES

⑈ 555952968 ⑈ ⑆061112788⑆ 329 904 1279⑈

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME _____ : APITAL FORD, CARSON CITY, NEVADA (TIM SMITH 775-882-5353 ext.211)

Specify State's Vehicle Item Number: 5.2 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page

5.2 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Ford Explorer, 2017 K8B	\$28,211	\$28,511

State vehicle miles per gallon (MPG): 22 City 28 Hiway

State manufactures warranty: 3 Year 36,000 mile comprehensive - 5 Year 60,000 mile powertrain

Specify engine size and emission rating: Engine: 3.5L Ti-VCT V6 (FFV) E85

Includes Minimum Standard Equipment Listed: Yes No If no, state exceptions:
(Refer to page 6 of bid)

Exterior Color: List available colors:

(G1) Shadow Black, (N1) Blue Jeans Metallic, (RR) Ruby Red Metallic Tinted Clearcoat
(UX) Ingot Silver, (YZ) Oxford White

Seats, Cloth: List available colors:

(7L) Medium Light Camel

GVW: 6160 lbs.

(When Applicable)

WHEELBASE: 113"

(When Applicable)

*Dec unit E711
order ID A001*

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME _____

		DEDUCT AMOUNT
ABS Brake System	Incl.	\$-
Air Conditioning	Incl.	\$-
Cruise Control	Incl.	\$-
Diesel Engine	NA	\$-
Engine Block Heater	\$86	\$-
Four Wheel Drive (4x4)	Incl.	\$-
Class III Trailer Tow Package	\$542	\$-
Running Boards - Black	\$565	\$-
Daytime Running Lamps	\$42	\$-
Power Locks	Incl.	\$-
2.3L EcoBoost Engine	\$473	\$-
Power Windows	Incl.	\$-
Radio; AM/FM Stereo, CD	Incl.	\$-
Rear Window Wiper	Incl.	\$-
Other:	\$	\$-

MSRP: \$34,255

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$.78 per mile.

Reverse Sensing

\$ 268

#

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: January 3, 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.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION, BUREAU OF WASTE
MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Conservation and Natural Resources, Division of Environmental Protection, Bureau of Waste Management, requests approval to purchase one new vehicle in Fiscal Year 2017 in the amount of \$29,892.

Additional Information:

The department seeks approval to purchase one new vehicle to replace one 2008 vehicle that has exceeded 86,000 miles and has become too costly to maintain and was determined to be totaled on November 9, 2016. The vehicle is used for waste inspections in rural areas with limited access requiring high ground clearance. This vehicle purchase request is accompanied by work program C38581.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

RECEIVED

NOV 28 2016

ENVIRONMENTAL PROTECTION

OFPM RECEIVED
DEC 28 2016

MEMORANDUM

To: Dave Emme, Administrator *DE*

From: Michael Richardson, Supervisor, *MRR*
Compliance and Enforcement Branch,
Bureau of Waste Management (BWM)

Through: Eric Noack, Chief, BWM *EN*
Greg Lovato, Deputy Administrator *GL*

Subject: Vehicle Replacement and DAM Waiver Request



Date: November 23, 2016

As you may be aware, BWM-Las Vegas recently surplused a 2008 Dodge Durango because of the excessive cost of repairs required to keep it in service. The primary function of this vehicle was for solid and hazardous waste inspections, complaint investigations, and for recycling staff needs. As a result, the BWM-Las Vegas fleet has been reduced to one vehicle, a 2009 Toyota Prius, shared among five BWM employees. Additionally, this vehicle has historically been utilized by other staff in the Las Vegas office.

The BWM Compliance and Enforcement Branch is requesting a replacement of the 2008 Dodge Durango based on the demand among staff in the Las Vegas office. BWM-Las Vegas wishes to replace this vehicle with a 2017 Ford F-150 ½ ton 4WD pickup truck. The replacement vehicle will be used by staff for RCRA and Solid Waste inspections in rural areas with limited access requiring high ground clearance and four-wheel drive. The proposed vehicle fuel economy is rated at 15 mpg city, 22 mpg highway, and with an estimated combined mileage of 18 mpg, which is similar to the fuel economy of the 2008 Dodge Durango. No mid-sized, alternate fuel vehicles with suitable capabilities and a higher mileage rating are available through State Purchasing contracts.

The BWM-Las Vegas requests an Administrative approval to replace the 2008 Dodge Durango with a similar rated vehicle with similar capabilities and a waiver for the fuel economy standard of 20 mpg city as required by the Division Administrative Manual (DAM).

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

Agency Name: NDEP-Bureau of Waste Management	Budget Account #: 3187
Contact Name: Brian Sotomayor	Telephone Number: (775) 687-9564
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$30,244.25</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Ford F-150 4WD 1/2 ton Extended Cab Shotbed Pick-Up Truck Mission of the requested vehicle(s): Vehicle is to be used for RCRA hazardous waste inspections. Some sites have poor access.	
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: C38581 If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. No, vehicle is best suited hazardous waste inspections per the Bureau's duties.	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2008 Dodge Durango Odometer Reading: 93,676 Type of Vehicle: AWD <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. No. Cost of repairs to keep the vehicle running exceeded the value of the vehicle. <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. Not an upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL:	
 _____ Agency Appointing Authority	 _____ Title
	<u>12/27/16</u> _____ Date
BOARD OF EXAMINERS' APPROVAL:	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

==>

Dealer: F71168

2017 F-150

Page: 1 of 1

Order No: 1111 Priority: A2 Ord FIN: QS062 Order Type: 5B Price Level: 745

Ord PEP: 100A Cust/Flt Name: NDEP PO Number:

RETAIL

RETAIL

X1E	F150 4X4 S/C	\$34025	SELECTSHIFT	
	145" WHEELBASE		23 GAL TANK	
N1	BLUE JEANS		85A POWER EQUIP GRP	1170
C	CLOTH 40/20/40		942 DAY RUN LIGHTS	45
G	MED EARTH GRAY		FLEX FUEL	
100A	EQUIP GRP		SP FLT ACCT CR	
	.XL SERIES		FUEL CHARGE	
	.17"SILVER STEEL		DEST AND DELIV	1195
99F	5.0L V8 FFV ENG	1595	TOTAL BASE AND OPTIONS	38745
446	ELEC 6-SPD AUTO		TOTAL	38745
T7C	LT245/70R17E	295	*THIS IS NOT AN INVOICE*	
XL3	3.31 ELEC LOCK	420		
	LT CAPABILITY			
	7050# GVWR			
	FRT LICENSE BKT	NC		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC01440

*\$ 30,215.⁰⁰
29.25 title*

\$ 30,244.25 total

ITEMIZED OPTION PAGE ~ BID# 8476 ALTERNATIVE FUEL

Specify State's Vehicle Item Number: 2.9 Truck: 1/2 Ton; Full Size; Extended Cab; Short Bed (page 3)
 DEALER NAME: Ford Country Tom Craddock 702-558-8064
 fleet@fordcountrylv.com DEDUCT AMOUNT

ABS Brakes	standard	\$-
Air Conditioning	standard	\$-
Cruise Control	standard	\$-
Fog Lamps	\$128	\$-
Engine Block Heater	\$85	\$-
Four Wheel Drive (4x4)	\$3,023	\$-
Daytime Running Lamps	\$41	\$-
Trailer Tow Package	\$456	\$-
Integrated Trailer Brake	\$253	\$-
LED Warning Strobes	\$621	\$-
Limited Slip Differential	\$525	\$-
Rear View Camera (requires Power Group)	\$231	\$-
Ford Telematics	\$736	\$-
Hard Tonneau Cover	\$916	\$-
Reverse Sensors (requires hitch receiver)	\$253	\$-
Power Windows/Locks/Mirrors	standard	\$-
Additional Key With Fob	\$185	\$-
AM/FM Stereo, CD Player	standard	\$-
Running Boards	\$231	\$-
Seats, Cloth, Black/Earth Gray		
Tailgate Step	\$345	
Skid Plate (4x4)	\$148	\$-
LT245/70R17 All Terrain Tires	\$272	\$-
Backup Alarm	\$115	\$-
Chrome Bumpers (requires fog lamps)	\$161	\$-
Spray in Bedliner	\$456	\$-
SYNC Communications Pkg (XL only)	\$594	\$-
5.0L V8 E-85 Flex Fuel Engine	\$1,468	
2.7L V6 EcoBoost Engine	\$732	
3.5L V6 EcoBoost Engine	\$2,388	

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00 per mile.

STANDARD PAGE ~ BID# 8476 ALTERNATIVE FUEL

fleet@fordcountrylv.com

DEALER NAME: Ford Country Tom Craddock 702-558-8064

Specify State's Vehicle Item Number: 2.9 Truck: 1/2 ton; Full Size; Extended Cab; Short Bed 6.5' (page 1)

Please provide MSRP pricing: \$33,480

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
--	--	-------------------------------------

Ford, F-150, 2017, (X1C/X1E)	\$25,286.00	\$24,886.00
------------------------------	-------------	-------------

State vehicle miles per gallon (MPG) 17/23

State manufactures warranty: 3yr - 36k bumper to bumper / 5yr - 60k powertrain

Specify engine size and emission rating: 3.5L V6 TI-VCT E85 FLEX FUEL

Includes Minimum Standard Equipment Listed: X Yes No if no, state exceptions:

Exterior Color: List available colors:

Caribou, Magnetic, Blue Jeans, Race Red, Lightning Blue

Shadow Black, Ingot Silver, Oxford White

Seats, Cloth: List available colors:

Black/Earth Gray

GVW: 6100#

WHEELBASE: 145"

(When Applicable)

(When Applicable)


ITEMIZED OPTION PAGE ~ BID# 8476 ALTERNATIVE FUEL

Specify State's Vehicle Item Number: 2.9 Truck: 1/2 Ton; Full Size; Extended Cab; Short Bed (page 3)
 DEALER NAME: Ford Country Tom Craddock 702-558-8064
 fleet@fordcountrylv.com DEDUCT AMOUNT

ABS Brakes	standard	\$-
Air Conditioning	standard	\$-
Cruise Control	standard	\$-
Fog Lamps	\$128	\$-
Engine Block Heater	\$85	\$-
Four Wheel Drive (4x4)	\$3,023	\$-
Daytime Running Lamps	\$41	\$-
Trailer Tow Package	\$456	\$-
Integrated Trailer Brake	\$253	\$-
LED Warning Strobes	\$621	\$-
Limited Slip Differential	\$525	\$-
Rear View Camera (requires Power Group)	\$231	\$-
Ford Telematics	\$736	\$-
Hard Tonneau Cover	\$916	\$-
Reverse Sensors (requires hitch reciever)	\$253	\$-
Power Windows/Locks/Mirrors	standard	\$-
Additional Key With Fob	\$185	\$-
AM/FM Stereo, CD Player	standard	\$-
Running Boards	\$231	\$-
Seats, Cloth, Black/Earth Gray		
Tailgate Step	\$345	
Skid Plate (4x4)	\$148	\$-
LT245/70R17 All Terrain Tires	\$272	\$-
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5.0L V8 E-85 Flex Fuel Engine	\$1,468	
2.7L V6 EcoBoost Engine	\$732	
3.5L V6 EcoBoost Engine	\$2,388	

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00 per mile.

2015



NEVADA DIVISION OF
ENVIRONMENTAL PROTECTION

AGENCY VEHICLE INFORMATION SYSTEM

Hide Menu Welcome Mike Richardson-- 2 user(s) online

AVIS Login Start Date: 01/01/2015 End Date: 11/01/2016 Requery


- Vehicle Checkout
- Vehicle Check-In
- Record Expenses
- Reports
 - Vehicle Schedule
 - Advantage Report
 - Purchase Report
 - Use Log 1
 - Use Log 2
 - Vehicle Utilization
 - Employee Usage Report
- Support Data
 - Vendors
 - Vehicles
 - Employees
 - Budget Accounts
 - Categories
 - Divisions
 - Fuel Type
 - Service Type
 - Bureaus
 - Users in Roles
 - Roles

Location	Owner Bureau	Model Yr	Make	Model	Current Odometer	Total Miles	Number of Days	Utilization Group	Justification
Carson City	BAQP	2014	Chevrolet	Silverado K1500 LT	35913	24,310	245	Group 1: Pooled Administrative Vehicles	
Las Vegas	BWM	2008	Dodge	Durango	86887	8,836	175	Group 2: Individually Assigned Administrative Vehicles	11/9/16 Vehicle determined TOTALED to be towed to AG lot for February 2017 auction Was dedicated to Waste Management Program functions.
Carson City	BWPC	2007	Ford	Explorer	138981	14,600	159	Group 2: Individually Assigned Administrative Vehicles	Dedicated to Water Pollution Control functions
Las Vegas	BWM	2009	Toyota	Prius	44264	4,907	146	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BAQP	2010	Chevrolet	Equinox	62743	7,823	126	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BWQP	2014	FORD	F-150	23793	14,148	124	Group 1: Pooled Administrative Vehicles	Dedicated to Water Quality program functions
Las Vegas	BWPC	2016	Ford	Explorer	4428	4,486	124	Group 1: Pooled Administrative Vehicles	
Carson City	BWQP	2010	Dodge	Ram 1500 Quad Cab	71333	17,777	124	Group 2: Individually Assigned Administrative Vehicles	Dedicated to Water Quality program functions
Carson City	BAQP	2010	Chevrolet	Equinox LT	67217	11,211	117	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BCA	2006	FORD	ESCAPE	61188	3,365	112	Group 2: Individually Assigned Administrative Vehicles	

12345

Disable Paging

2016 YTD



NEVADA DIVISION OF
ENVIRONMENTAL PROTECTION

AGENCY VEHICLE INFORMATION SYSTEM

Hide Menu Welcome Mike Richardson - 1 user(s) online

AVIS Login Start Date: 01/01/2016 End Date: 11/20/2016 Requery

- Vehicle Checkout
- Vehicle Check-In
- Record Expenses
- [-] Reports
 - Vehicle Schedule
 - Advantage Report
 - Purchase Report
 - Use Log 1
 - Use Log 2
 - Vehicle Utilization
 - Employee Usage Report
- [-] Support Data
 - Vendors
 - Vehicles
 - Employees
 - Budget Accounts
 - Categories
 - Divisions
 - Fuel Type
 - Service Type
 - Bureaus
 - Users in Roles
 - Roles

Location	Owner Bureau	Model Yr	Make	Model	Current Odometer	Total Miles	Number of Days	Utilization Group	Justification
Carson City	BAQP	2014	Chevrolet	Silverado K1500 LT	59060	23,347	214	Group 1: Pooled Administrative Vehicles	
Las Vegas	BWPC	2016	Ford	Explorer	18168	13,795	189	Group 1: Pooled Administrative Vehicles	
Carson City	BAQP	2010	Chevrolet	Equinox	70946	8,203	141	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BWPC	2016	Ford	Expedition	19262	17,819	123	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BWQP	2014	FORD	F-150	36912	13,056	118	Group 1: Pooled Administrative Vehicles	Dedicated to Water Quality program functions 11/9/16 Vehicle determined TOTALED to be towed to AG lot for February 2017 auction Was dedicated to Waste Management Program functions
Las Vegas	BWM	2008	Dodge	Durango	93828	6,941	112	Group 2: Individually Assigned Administrative Vehicles	
Las Vegas	BWM	2009	Toyota	Prius	47408	3,165	111	Group 2: Individually Assigned Administrative Vehicles	
Carson City	BWQP	2010	Dodge	Ram 1500 Quad Cab	83641	12,308	108	Group 2: Individually Assigned Administrative Vehicles	Dedicated to Water Quality program functions
Carson City	BWQP	2015	Ford	F150	20931	15,777	106	Group 2: Individually Assigned Administrative Vehicles	This vehicle will be Dedicated to Water Quality program functions
Carson City	BCA	2006	FORD	ESCAPE	63965	2,801	99	Group 2: Individually Assigned Administrative Vehicles	

12345
Disable Paging

Mike Richardson

From: Heather L. Moon
Sent: Tuesday, November 22, 2016 3:04 PM
To: Mike Richardson
Subject: RE: Procedure for purchasing new vehicles

Hi Mike,

I show that is the pricing that we have on the web so that should be okay.

Heather Moon, Purchasing Officer I
Nevada State Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
Ph. 775.684.0179
Fx. 775.684.0188

From: Mike Richardson
Sent: Tuesday, November 22, 2016 2:57 PM
To: Heather L. Moon
Subject: FW: Procedure for purchasing new vehicles

Heather-

Attached is what I have been getting from Tom at Ford Country in Las Vegas. I can't seem to get anything that shows the state-contracted base cost for the F-150 Supercab. Will this be a problem for the BOE?

Thank You!!

Mike R.

From: Tom Craddock [<mailto:fleet@fordcountrylv.com>]
Sent: Tuesday, November 22, 2016 2:36 PM
To: Mike Richardson
Subject: RE: Procedure for purchasing new vehicles

Michael,

Enclosed find revised State Bid pricing and circled options on price sheet to correspond. I hope this math adds up ☺
Tom C.

From: Mike Richardson [<mailto:mrichard@ndep.nv.gov>]
Sent: Tuesday, November 22, 2016 2:17 PM
To: Tom Craddock <fleet@fordcountrylv.com>
Subject: RE: Procedure for purchasing new vehicles

Tom-

Sorry to be a bother, but I want to get this right before I submit the paperwork. The quote should be for the attached price list and the numbers should match on the base price and accessories/options. The quote you provided does not show a base price and the cost of the options are not the same. We will not need an extra remote if the vehicle comes with two. We will need the F-150 Supercab Blue Jeans Color/Cloth split medium gray seats, 4 x 4, V-8 Flex-Fuel, Limited slip differential, daytime running lights, all terrain tires (if not included with 4 x4 package) and power windows/locks/mirrors (power equipment group). Additionally, the spec. sheet shows a delivery charge only if other than Las Vegas or Carson City. The recent Carson City order had a delivery charge of \$0. Sorry for any confusion.

Thank You!!

Michael Richardson

From: Tom Craddock [<mailto:fleet@fordcountrylv.com>]
Sent: Monday, November 21, 2016 3:41 PM
To: Mike Richardson
Subject: RE: Procedure for purchasing new vehicles

Mike,

The info you sent me was for a 2016 model year vehicle. Current State bid pricing is for the 2017 model year. Enclosed find printout with current State Bid pricing for model requested. The same vehicle at Jones West would cost \$29,891.25 (and I will honor that price).

Regards,

Tom Craddock
Fleet Manager
Ford Country
280 N. Gibson Rd.
Henderson, NV 89014
702-558-8064 direct
702-498-8286 cell
702-566-3333 fax
fleet@fordcountrylv.com

From: Mike Richardson [<mailto:mrichard@ndep.nv.gov>]
Sent: Monday, November 21, 2016 3:19 PM
To: Tom Craddock <fleet@fordcountrylv.com>
Subject: FW: Procedure for purchasing new vehicles

FYI

From: Mike Richardson
Sent: Monday, November 21, 2016 3:00 PM
To: 'fleet@fordcountry.com'
Subject: FW: Procedure for purchasing new vehicles

Tom-

Attached, please find a copy of the order information for a truck recently purchased by my counterpart in Carson City. Can you please adjust our quote to reflect a similar vehicle and options. It turns out that his purchase was not the XLT option, and he added the power equipment group. Please feel free to contact me at (702) 486-2850 ext. 227 if you have questions.

Thank You!!

Michael Richardson

From: Diane Benson
Sent: Thursday, November 17, 2016 3:52 PM
To: Mike Richardson
Subject: FW: Procedure for purchasing new vehicles

See the collection of docs from Evans purchase attached, to use as template!!!

Diane Benson

Administrative Assistant III
Bureau of Waste Management
Nevada Division of Environmental Protection
Department of Conservation & Natural Resources
e: dbenson@ndep.nv.gov
p: (775) 687-9461
f: (775) 687-5856

From: Diane Benson
Sent: Thursday, November 17, 2016 3:51 PM
To: Mike Richardson
Subject: FW: Procedure for purchasing new vehicles

NOPE NOPE NOPE – Sorry.

Brian just straightend me out, he did NOT complete the form for Evan, Evan did it.
I'm apologies: You – as the requestor – complete 1. the BOE form, and 2. the quote, then submit them to Brian (Step 3 & 4).

Diane Benson

Administrative Assistant III
Bureau of Waste Management
Nevada Divlslon of Environmental Protection
Department of Conservation & Natural Resources
e: dbenson@ndep.nv.gov
p: (775) 687-9461
f: (775) 687-5856

From: Mike Richardson
Sent: Thursday, November 17, 2016 3:41 PM
To: Diane Benson
Subject: RE: Procedure for purchasing new vehicles

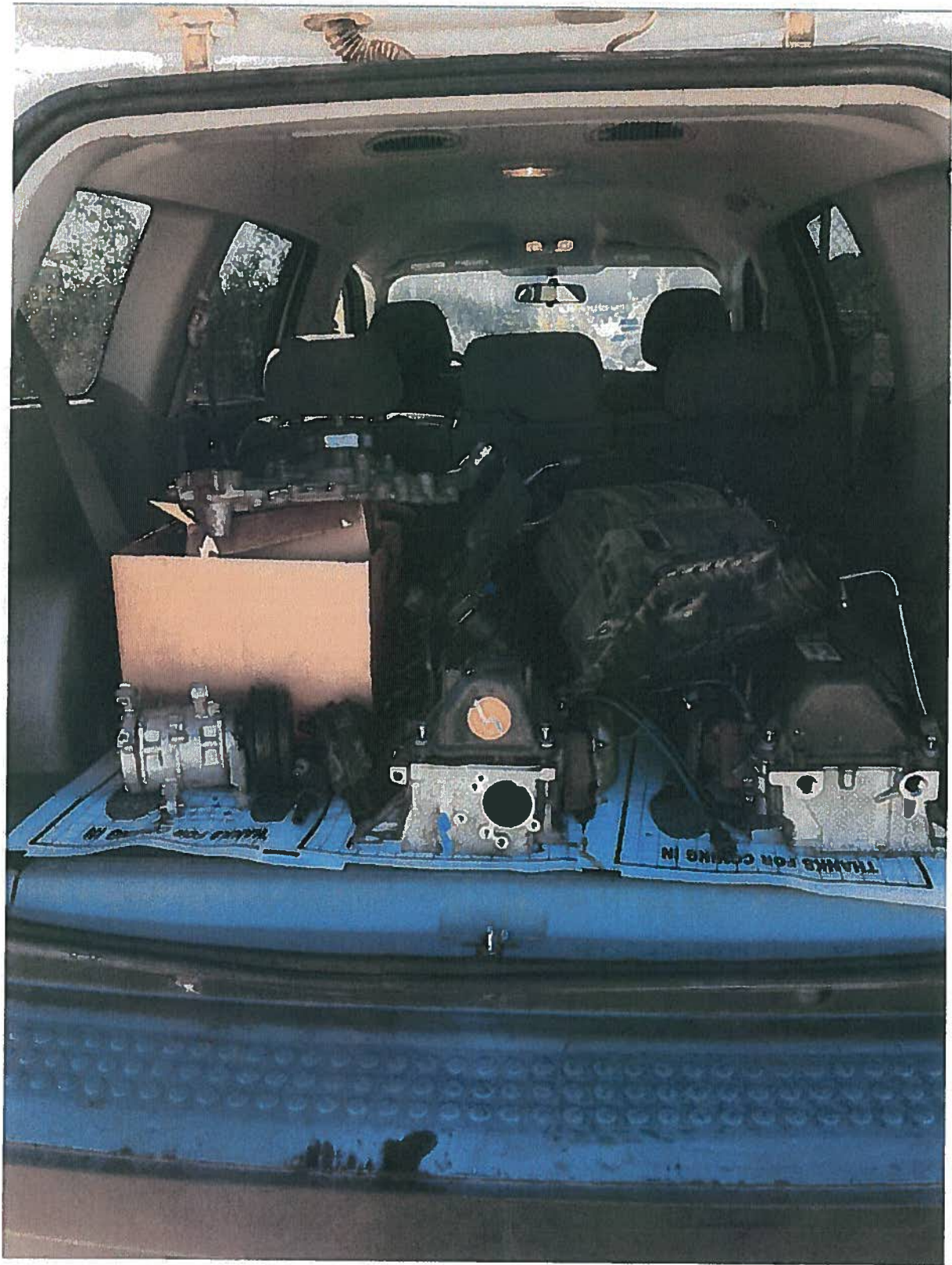
Diane-

Thank You!! Getting to the quote will be the most difficult part. The nice thing is that Dave Emme was here talking with me about the Durango issues and he said to just get rid of it, so he should be expecting this. I've got some extra hoops to jump through in Las Vegas, but we will get it done. Thank you for your support!!!

2008 Dodge Durango

Maintenance Log

Service	Date	Vendor	Cost
Oil change	1/25/2010	Ted Weins	
Headlight bulb replaced	1/28/2010	Chapman-Boulder	\$44.19
Flat tire replaced	3/30/2010	Ted Weins	
Oil change	6/22/2010	Ted Weins	
Air Conditioning	7/8/2010	Chapman-Boulder	Warranty
Flat tire replaced	8/5/2010	Ted Weins	
Flat tire replaced	12/14/2010	Ted Weins	
Oil change	12/8/2011	Chapman-Sahara	
Oil change and wipers	6/21/2011	Chapman-Sahara	
New battery	12/15/2011	Goodyear	\$110.00
New tires (4), balance	5/8/2012	Goodyear	\$781.20
Oil change	6/7/2012	Goodyear	
Oil change	10/4/2012	Goodyear	
Oil change	5/6/2013	Goodyear	
Oil change (changed to 5W20)	10/31/2013	Big O	
Brake work (front and back pads), air filter replaced, fuel system clean- up	11/4/2013	Big O	\$438.24
Towed-engine shut down, antifreeze, oil	11/5/2013	Precision Auto Repair- Ely, NV	\$457.46
Diagnostic testing	11/12/2013	Chapman-Sahara	\$75.00
Vehicle repair	12/2/2013	Chapman-Sahara	\$2,199.25
Diagnostic/turn signal malfunctioning	3/20/2014	Chapman-Sahara	\$99.99
Vehicle repair-turn signal	3/26/2014	Chapman-Sahara	\$286.40
Oil change	6/11/2014	Chapman-Sahara	
Oil change (5W30)/replace front brake pads	10/13/2014	Goodyear-Superior	\$186.10
New battery	10/27/2014	Ted Weins	\$127.85
Oil change	3/2/2015	Goodyear-Superior	
Removal defective tire bolts/mount spare tire	4/24/2015	Chapman-Sahara	\$20.00
1 new tire/balance/20 lugnuts	5/4/2015	Goodyear-Superior	\$343.97
Check up/reprogram keys (vehicle stolen)	8/3/2015	Chapman-Sahara	\$210.00
New tire	8/28/2015	Goodyear-Superior	\$199.40
Viper alarm (install)	9/25/2015	Encore Motorsports	\$491
Oil change	2/1/2016	Goodyear-Superior	
Airbag Inflator recall/Replace rear brake pads/resurface rotors	6/10/2016	Chapman-Sahara	\$475.52
Replace fuel injector (R&R FI Cylinder 7)	8/22/2016	Goodyear-Superior	\$335.40
Diagnostic/replace radiator cap	10/17/2016	Goodyear-Superior	\$103.15
Misfire on Cylinder 7 replace manifold gaskets	10/18/2016	Goodyear-Superior	\$300.00
Diagnostic Fee	11/1/2016	Chapman Dodge	\$150.00
Diagnostic Fee- Cylinder Misfire	11/4/2016	Chapman Dodge	\$1,200
Estimated Repair- Warped Cylinder	N/A	Chapman Dodge	\$2,200.00



Replace Vehicle → \$2,200 to repair which is greater than
The Value.

Equipment Schedule

Date: 10/27/16 2:36 PM

Budget Period: 2015-2017 Biennium (FY16-17)

Budget Account: 3187 DCNR - DEP WASTE MGMT AND CORRECTIVE ACTION

Version: L01 LEGISLATIVELY APPROVED

Schedule: EQUIPMENT

IDU	Qty	GL	Equipment Type	Priority	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E712	56	8310	VEHICLE-FLEET-RNO/CC-2.9 TRUCK 4WD 1/2 T;EXT CAB;S BD	1	0	24,041.00	0
E712	56	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	13	1	1,258.00	1,258
E712	56	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	17	1	1,575.00	1,575
E712	56	7460	SMALL OFFICE EQUIPMENT <\$1,000.00	26	1	2,485.61	2,486
C38581	56	8310	VEHICLE-FLEET-RNO/CC-2.9 TRUCK 4WD 1/2 T;EXT CAB;S BD				

FOQ	Date	Amount	Ball Remaining	Comments
TBD	12/13/2016	\$ 1,259		(1.00)
TBD	12/13/2016	\$ 1,418	157.00	
TBD	12/29/2016	\$ 30,244	(30,244.00)	Work Program in Process C38581



State of Nevada Work Program

WP Number: C38581

FY 2017

Add Original Work Program

XXX Modify Work Program

BUDGET DIVISION USE ONLY	
DATE _____	
APPROVED ON BEHALF OF _____	
THE GOVERNOR BY _____	

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
01/03/17	101	709	3187	DCNR - DEP WASTE MGMT AND CORRECTIVE ACTION

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4735	TRANS FROM MGMT OF HAZARDOUS	29,892	4,789,860	4,819,752
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		29,892		
Total Budgetary & Revenue GLs					29,892	4,819,752	

Expenditures

CAT	Amount	CAT	Amount
56	29,892		
Sub Total Category Expenditures			29,892

Remarks
 This work program requests to increase category 56 with a corresponding increase in revenue GL 4735 for the purchase of a new vehicle in the Bureau of Waste Management Las Vegas Office.

Total Budgetary General Ledgers and Category Expenditures (AP) 29,892

_____ **kwilliam** _____
 Authorized Signature

_____ **01/10/17** _____
 Date

_____ **Controller's Office Approval** _____

Does not require Interim Finance approval since WP is \$30,000 or less cumulative for category

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: January 19, 2017
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Colleen Murphy, Budget Analyst *cm*
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.

DIVISION OF MINERALS

Agenda Item Write-up:

Pursuant to NRS 334.010 the Division of Minerals requests approval to replace one vehicle not to exceed \$30,052 due to the vehicle being at the end of life.

Additional Information:



The vehicle being replaced was declared a total loss due to a rollover accident in 2015. The replacement vehicle will be used by Abandoned Mine Lands Program staff for field work and is being purchased with Dangerous Mine Fees (RGL 3727, Cat 18). The agency was approved for one vehicle replacement (SFY17, BA 4219, E710).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: *cm*
ACTION ITEM: _____

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

Agency Name: Division of Minerals	Budget Account #: 4219
Contact Name: Rob Ghiglieri	Telephone Number: 775-684-7048
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>30,051.25</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Pick Up Mission of the requested vehicle(s): Replace Field Truck	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E-710 If no, please explain how the vehicles will be funded? GL3727 (for monies above approved amount)
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Vehicle will be used in the NDOM Abandoned Mine Lands Program for field work	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2008 Odometer Reading: 90,000 Type of Vehicle: Pick Up	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. No, Truck being replaced was totaled in summer 2015 If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Agency Appointing Authority </div> <div style="text-align: center;">  _____ Deputy Administrator </div> <div style="text-align: center;"> <u>1/17/2017</u> _____ Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> _____ Board of Examiners </div> <div style="width: 40%;"> _____ Date </div> </div>	

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.

Vehicle Item No., Make, Model & No.:	2.13 Dodge Ram 2500 Crew Cab SWB 4x2-4x4 Gas, 2017, DJ2L91		
Dealer Name:	Carson Dodge Chrysler Jeep		
Delivery Location:	Carson City		
Vehicle Colors:	Exterior: White	Interior: Dark Slate Gray	Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 25,600	\$25,600
SPECIFY OPTIONS: (description)			\$4,422.00
Four Wheel Drive (4x4)	1	\$2800.00	\$2800.00
Vinyl Seats	1	<\$425.00>	<\$425.00>
Limited Slip Differential	1	\$336.00	\$336.00
Skid Plate W/ Tow Hooks	1	\$85.00	\$85.00
Daytime Running Lamps	1	\$34.00	\$34.00
UConnect HandsFree Communication 3.0	1	\$166.00	\$166.00
6.4 Hemi V-* Engine	1	\$425.00	\$425.00
Off road Package	1	\$421.00	\$421.00
HD Alternator	1	\$85.00	\$85.00
Second Spare Tire-Steel Wheel/Tire and Sensor (loose mount)	1	\$495.00	\$495.00
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$0.00	\$0.00
Total purchase price with options			\$30,022

MV Title and DRS Fee's		\$29.25	\$29.25
GRAND TOTAL:			\$30,051.25
Registered Owner:	Agency Name & Address: Commission on Mineral Resources Nevada Division of Minerals 400 W. king St Suite 106 Carson City, NV 89703-4242		
Legal Owner:	Agency Name & Address: Commission on Mineral Resources Nevada Division of Minerals 400 W. king St Suite 106 Carson City, NV 89703-4242		
County Vehicle Based In:	Carson City		
Name & Phone of Person to contact when vehicle is ready for delivery:	Rob Ghiglieri 775-684-7048		

Event Number: 15NY-1822		STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET <small>Revised 1/14/04</small>			Accident Number: NYSO15NY-1822				
Code Revision: 01/01/2011					<input checked="" type="checkbox"/> 1) Property <input type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Fatal				
<input type="checkbox"/> 1) Urban	<input type="checkbox"/> 1) Emergency Use	<input checked="" type="checkbox"/> 1) Preliminary Report	<input type="checkbox"/> 3) Resubmission	<input type="checkbox"/> 1) Hit and Run	Agency Name: NYE COUNTY SO				
<input checked="" type="checkbox"/> 2) Rural	<input checked="" type="checkbox"/> 2) Office Report	<input type="checkbox"/> 2) Initial Report	<input type="checkbox"/> 4) Supplement Report	<input type="checkbox"/> 2) Private Property					
Collision Date 7 / 31 / 2015	Time 1015	Day FRI	Beat / Sector NYSMV	<input checked="" type="checkbox"/> 1) County <input type="checkbox"/> 2) City NYE		Surface <input type="checkbox"/> 1) Asphalt <input type="checkbox"/> 2) Concrete <input type="checkbox"/> 3) Gravel <input checked="" type="checkbox"/> 4) Dirt <input type="checkbox"/> 5) Other			
Mile Marker 00	# Vehicles 1	# Non Motorists 0	# Occupants 2	# Fatalities 0	# Injured 0	# Restrained 2			
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot SSR 82				Access Control <input type="checkbox"/> 1) None <input checked="" type="checkbox"/> 2) Full <input type="checkbox"/> 3) Partial					
<input type="checkbox"/> 1) At Intersection With: <input checked="" type="checkbox"/> 2) Or 110 <input checked="" type="checkbox"/> 3) Feet <input type="checkbox"/> 4) Miles <input type="checkbox"/> 5) Approximate NORTH				Of (Cross Street) 82					
Roadway Character <input checked="" type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Hillcrest <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hillcrest <input type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other		Roadway Conditions <input type="checkbox"/> 1) Dry <input type="checkbox"/> 7) Slush <input type="checkbox"/> 2) Icy <input type="checkbox"/> 8) Standing Water <input type="checkbox"/> 3) Wet <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 4) Snow <input type="checkbox"/> 10) Unknown <input checked="" type="checkbox"/> 5) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 6) Other		Total Thru Lanes Main Road <input type="checkbox"/> 1) One <input checked="" type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 5 Total All Lanes:		Average Roadway Widths Travel Lane 12 Ft Storage / Turn Lane Ft Median Ft Paved Shoulder Inside Outside		Roadway Grade <input type="checkbox"/> 1) Not Determined <input type="checkbox"/> 2) Relatively Level Roadway <input type="checkbox"/> 3) Up Slope (+) <input checked="" type="checkbox"/> 4) Down Slope (-) Relative To V1 Grade 2.0 %	
Pavement Markings and Type _____ 1) Centerline, Broken Yellow _____ 6) No Passing, Either Direction <input checked="" type="checkbox"/> 12) None _____ 2) Centerline, Solid Yellow _____ 7) Turn Arrow Symbols <input type="checkbox"/> 13) Unknown _____ 3) Centerline, Double Yellow _____ 8) Center Turn Lane Line _____ 4) Lane Line, Broken White _____ 9) Edge Line, Left, Yellow _____ 5) Lane Line, Solid White _____ 10) Edge Line, Right, White <input type="checkbox"/> 11) Other				Highway Description <input checked="" type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Off Road		Weather Conditions <input type="checkbox"/> 1) Clear <input type="checkbox"/> 7) Fog, Smog, Smoke, Ash <input type="checkbox"/> 2) Cloudy <input type="checkbox"/> 8) Severe Crosswinds <input type="checkbox"/> 3) Snow <input type="checkbox"/> 9) Sleet / Hail <input type="checkbox"/> 4) Rain <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil, Snow <input type="checkbox"/> 6) Other			
Light Conditions <input type="checkbox"/> 1) Dusk <input type="checkbox"/> 6) Dark - No Roadway Lighting <input type="checkbox"/> 2) Dawn <input type="checkbox"/> 7) Dark - Spot Roadway Lighting <input checked="" type="checkbox"/> 3) Daylight <input type="checkbox"/> 8) Dark - Continuous Roadway Lighting <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 9) Dark - Unknown Roadway Lighting <input type="checkbox"/> 5) Other		Vehicle Collision Type <input type="checkbox"/> 1) Head On <input type="checkbox"/> 5) Rear to Rear <input type="checkbox"/> 2) Rear End <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 3) Backing <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 4) Angle <input type="checkbox"/> 8) Non - Collision <input checked="" type="checkbox"/> 9) Unknown		Location of First Event <input type="checkbox"/> 1) Travel Lane <input checked="" type="checkbox"/> 6) Outside Shoulder <input type="checkbox"/> 11) Ramp <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 7) Intersection <input type="checkbox"/> 12) Unknown <input type="checkbox"/> 3) Gore <input type="checkbox"/> 8) Private Property <input type="checkbox"/> 4) Median <input type="checkbox"/> 9) Roadside <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 10) Other					
Highway / Environment Factors <input type="checkbox"/> 1) None <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 2) Weather <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 12) Active Work Zone <input type="checkbox"/> 3) Debris <input type="checkbox"/> 9) Worn Traffic Surface <input type="checkbox"/> 13) Inactive Work Zone <input type="checkbox"/> 4) Glare <input type="checkbox"/> 10) Wet, Icy, Snow, Slush <input checked="" type="checkbox"/> 14) Animal In Roadway <input type="checkbox"/> 5) Other Highway <input checked="" type="checkbox"/> 15) Unknown <input type="checkbox"/> 6) Other Environmental			Property Damage To Other Than Vehicle Describe Property Damage Owner's Name: _____ <input type="checkbox"/> 1) Owner Notified Owner's Address: (Street Address City, State Zip)						
First Harmful Event									
Code #: 101 Code		Description: OVERTURN/ROLLOVER							
Description of Accident / Narrative									
V1 UNDERESTIMATED THE SHARPNESS OF THE LEFT CURVE, OVERCORRECTED AND ROLLEDOVER THE LEFT SIDE AND STOPPED UPSIDE DOWN.									
					<input type="checkbox"/> 1) Continued On Back of Scene Information Sheet				
Investigation Complete	Photos Taken	Scene Diagram	Statements	Date Notified	Time Notified	Arrival Date	Arrival Time		
<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No	<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No	<input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No	<input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No # 2	7 / 31 / 2015	1115	7 / 31 / 2015	1400		
Investigator(s) Rumker		ID Number 128309	Date 7 / 31 / 2015	Reviewed By Duane Downing	Date Reviewed 8 / 13 / 2015	Page 1 of 4			

Scene Information

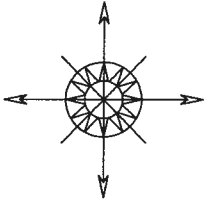
Event Number:
15NY-1822

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
SCENE INFORMATION SHEET
Revised 1/14/04

Accident Number:
NYSO15NY-1822

Agency Name:
NYE COUNTY SO

Description of Accident / Narrative Continuation



Indicate North

A.I.C.: _____

Event Number:
15NY-1822

Vehicle # V1 **# Occupants** 2 1) At Fault 2) Non Contact Vehicle

Direction of Travel: 1) North 3) East 5) Unknown 2) South 4) West

Accident Number:
NYSO15NY-1822

Agency Name:
NYE COUNTY SO

Highway / Street Name:
SSR 82

Travel Lane #:
1

Vehicle Action: 1) Straight 3) Left Turn 5) U-Turn 7) Wrong Way 9) Passing 11) Leaving Parked 13) Leaving Lane 15) Enter Parked (H) 17) Lane Change 19) Unknown 2) Backing 4) Right Turn 6) Parked 8) Stopped (A) 10) Racing 12) Entering Lane 14) Other Turning 16) Driverless Vehicle 18) Other

Driver: (Last Name, First Name, Middle Name Suffix)
[REDACTED]

Street Address:
[REDACTED]

City: [REDACTED] **State / Country:** 1) NV **Zip Code:** [REDACTED]

Transported By: 1) Not Transported 2) EMS 3) Police 4) Unknown 5) Other

Transported To:

DOB: 7 / 25 / 1993 **Phone Number:** 5302205250

OLN: [REDACTED] **State:** 1) NV **Class:** C **License Status:** 1) CDL 2) DL 0

Person Type: 1 **Seating Position:** 1 **Occupant Restraints:** 7

Injury Severity: 0 **Injury Location:**

Airbags: 2 **Airbag Switch:** **Ejected:** 0 **Trapped:** 0

Compliance: 1) Restrict 2) Endorse

Endorsements **Restrictions**

Alcohol/Drug Involvement: 1) Not Involved 2) Suspected Impairment 3) Alcohol 4) Drugs 5) Unknown

Method of Determination (check up to 2): 1) Field Sobriety Test 4) Urine Test 2) Evidentiary Breath 5) Blood Test 3) Driver Admission 6) Preliminary Breath Test

Test Results:

Driver Factors:

1) Apparently Normal 6) Driver III / Injured 2) Had Been Drinking 7) Other Improper Driving 3) Drug Involvement 8) Driver Inattention / Distracted 4) Apparently Fatigued / Asleep 9) Physical Impairment 5) Obstructed View 10) Unknown

Vehicle Year: 2008 **Vehicle Make:** DODGE **Vehicle Model:** RAM 2500 **Vehicle Type:** PICKUP

Plate / Permit No.: EX60165 **State:** 1) NV **Expiration Date:** EX / EM / PT **Vehicle Color:** WHI

Vehicle Factors:

1) Failed To Yield Right Of Way 9) Failed To Maintain Lane 16) Driverless Vehicle 2) Disregard Control Device 10) Following Too Close 17) Unsafe Backing 3) Too Fast For Conditions 11) Unsafe Lane Change 18) Ran Off Road 4) Exceeding Speed Limit 12) Made Improper Turn 19) Hit and Run 5) Wrong Way / Direction 13) Over Correct/Steering 20) Road Defect (A) 6) Mechanical Defects 14) Other Improper Driving 21) Object Avoidance 7) Drove Left Of Center 15) Aggressive / Reckless / Careless 8) Other 22) Unknown (H)

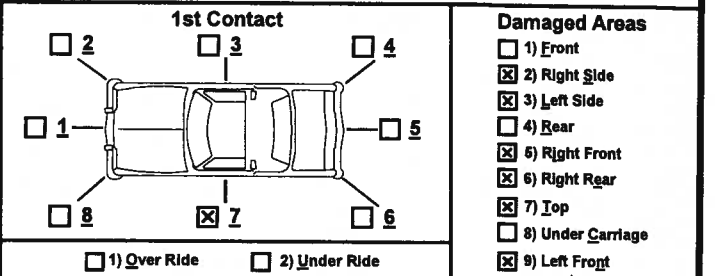
Vehicle Identification Number:
3D7KS28D78G183965

Registered Owner Name:
 1) Same As Driver NEVADA, DIVISION OF MINERALS

Registered Owner Address:
400 W KING ST STE 106, CARSON CITY, NV 89703

Insurance Company Name:
 1) Insured

Policy Number: **Effective:** / / **To:** / /



Insurance Company Address or Phone Number:

1) Vehicle Towed **Towed By:** CAL-NEVADA TOWING

Removed To: TOW YARD

Traffic Control:

1) Speed Zone 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gates 5) Ped. Signal 15) R. R. Signal (H) 6) No Passing 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal 19) Unknown 10) Other

Distance Traveled After Impact: 10 FEET

Speed Estimate: From 35 To 40 Limit 35

Extent Of Damage: 1) Minor 4) Total 2) Moderate 5) None 3) Major 6) Unknown

Sequence Of Events

Code #	Description	Collision With Fixed Object	Most Harmful Event
1st	101 OVERTURN/ROLLOVER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2nd		<input type="checkbox"/>	<input type="checkbox"/>
3rd		<input type="checkbox"/>	<input type="checkbox"/>
4th		<input type="checkbox"/>	<input type="checkbox"/>
5th		<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1)	Violation	NOC	Citation Number
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)	Violation	NOC	Citation Number

Investigator(s): Rumker **ID Number:** 128309 **Date:** 7 / 31 / 2015 **Reviewed By:** Duane Downing **Date Reviewed:** 8 / 13 / 2015 **Page:** 3 of 4

Event Number:
15NY-1822

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Accident Number:
NYSO15NY-1822

Agency Name:
NYE COUNTY SO

Name: (Last Name, First Name, Middle Name Suffix)

Street Address:

City:

State / Country 1) NV

Zip Code:

1) Male 3) Unknown
 2) Female

DOB:

Phone Number:

Transported By: 1) Not Transported 2) EMS 3) Police 4) Unknown
 5) Other

Transported To:

Person Type: 2

Seating Position: 3

Occupant Restraints: 7

Injury Severity: 0

Injury Location:

Airbags: 2

Airbag Switch: 2

Ejected: 0

Trapped: 0

Name: (Last Name, First Name, Middle Name Suffix)

Street Address:

City:

State / Country 1) NV

Zip Code:

1) Male 3) Unknown
 2) Female

DOB:

Phone Number:

Transported By: 1) Not Transported 2) EMS 3) Police 4) Unknown
 5) Other

Transported To:

Person Type:

Seating Position:

Occupant Restraints:

Injury Severity:

Injury Location:

Airbags:

Airbag Switch:

Ejected:

Trapped:

Name: (Last Name, First Name, Middle Name Suffix)

Street Address:

City:

State / Country 1) NV

Zip Code:

1) Male 3) Unknown
 2) Female

DOB:

Phone Number:

Transported By: 1) Not Transported 2) EMS 3) Police 4) Unknown
 5) Other

Transported To:

Person Type:

Seating Position:

Occupant Restraints:

Injury Severity:

Injury Location:

Airbags:

Airbag Switch:

Ejected:

Trapped:

1) Trailing Unit 1 VIN:

Plate:

State: 1) NV

Type:

1) Trailing Unit 2 VIN:

Plate:

State: 1) NV

Type:

1) Trailing Unit 3 VIN:

Plate:

State: 1) NV

Type:

Commercial Vehicle Configuration

1) Commercial Vehicle

2) School Bus

- 1) Bus, 9 - 15 Occupants
- 2) Bus, > 15 Occupants
- 3) Single 2 Axle and 6 Tire
- 4) Single > 3 Axle
- 5) Any 4 Tire Vehicle
- 6) Tractor Only
- 7) Tractor / Trailer
- 8) Tractor / Doubles
- 9) Tractor / Triples
- 10) Truck with Trailer
- 11) Tractor / Semi Trailer
- 12) Passenger Vehicle, (Haz-Mat)
- 13) Light Truck, (Haz-Mat)
- 14) Other Heavy Vehicle

Source

- 1) Driver
- 2) Log Book
- 3) Shipping Papers / Trip Manifest
- 4) State Reg.
- 5) Side Of Vehicle
- 6) Other

Carrier Name:

Power Unit GVWR

1) ≤ 10,000 Lbs 2) 10,000 - 26,000 Lbs 3) ≥ 26,000 Lbs

1) Haz-Mat
 2) Released

Carrier Street Address:

City:

State: 1) NV

Zip:

Cargo Body Type

- 1) Pole
- 2) Tank
- 3) Flatbed
- 4) Dump
- 6) Unknown
- 5) Van / Box
- 7) Concrete Mixer
- 8) Auto Carrier
- 9) Garbage/Refuse
- 10) Not Applicable
- 11) Grain, Gravel Chips
- 12) Bus, 9 - 15 Occupants
- 13) Bus, > 15 Occupants
- 14) Other

Haz-Mat ID #:

Hazard Classification #:

Type of Carrier

- 1) Single State
- 2) USDOT
- 3) Canada
- 4) Mexico
- 5) None

NAS Safety Report #:

Carrier Number:

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: January 11, 2017
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, Executive Branch Budget Officer *PN*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners 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.

Agenda Item Write-up:

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.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the action in full for the said amount, inclusive of all attorneys' fees, costs, and interest. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

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



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

MEMORANDUM

RECEIVED January 10, 2017

JAN 10 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

To: Board of Examiners
Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara Cegavske

From: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Doug Kurdziel, Special Counsel

Subject: Proposed Settlement of an Eminent Domain Action,
The State of Nevada v. Roberts 1981 Trust, et al.,
Eighth Judicial District Court Case No. A-15-723602-C

SUMMARY

NDOT filed the above-referenced eminent domain action on August 26, 2015 to acquire the entirety of the property located at 515 and 701 Desert Lane and 700 S. Martin Luther King Boulevard (1.5 acres total), improved with two income producing apartment complexes. The property is needed for Project NEON. The initial offer to the landowner was for \$4,517,000. This amount was deposited, and subsequently withdrawn, by the landowner as a condition for NDOT occupying the property for the Project.

NDOT requests settlement authority in the total amount of \$5,850,000 to resolve the pending litigation and acquire the property. Because NDOT previously deposited \$4,517,000 with the Court, NDOT is now requesting an additional \$1,333,000 to completely resolve the action.

THE ACTION

The landowners in this case are legal entities wholly controlled by Paul Roberts and his family, who have owned the property for over 35 years. The landowners filed an action for inverse condemnation against NDOT in July 2012 claiming a taking of all of the four parcels of property owned by them on or around October 24, 2007. NDOT denied the allegations and the matter was subsequently dismissed in March 2016.

NDOT nonetheless needed three of the four parcels of property for Project NEON, located at 515 and 701 Desert Lane and 700 S. Martin Luther King Boulevard, and therefore filed its own eminent domain action in August 2015. The landowners answered and asserted counterclaims alleging they were entitled to precondemnation damages for market value to the property as a result of Project NEON. NDOT denied the allegations.

Over the course of the litigation, the landowners disclosed their expert witness, Charles Jack, MAI, who opined that the value of the property was \$8,350,000. Counsel for the landowners represented that the landowners would seek approximately \$10,000,000 at the time for trial for the value of the property and precondemnation damages. NDOT's expert, Tami Campa, MAI, opined that the property's value was \$4,301,000.

POINTS THAT FAVOR SETTLEMENT

While NDOT does not believe that the landowners have a viable claim for precondemnation damages, a jury could be sympathetic to the landowners and award some loss of market value in addition to the actual value of the property on the date of valuation. Additionally, while NDOT believes the landowner's expert's valuation opinion of \$8,350,000 is based on a speculative highest and best use of the property involving the conversion of the apartments to medical offices, and is therefore improper, there is a chance the District Judge will not exclude the opinion at the time of trial. Therefore, NDOT's total potential exposure at trial is over \$10,000,000 when considering verdict and interest.

When considering NDOT's expert's opinion of \$4,301,000 and comparing it to the landowners' expert's opinion of \$8,350,000, the proposed settlement of \$5,850,000 is much closer to NDOT's valuation opinion and \$1,333,000 above the amount already deposited with the Court. Furthermore, the apartment market in Las Vegas is booming according to the NDOT's expert, and it is possible this property could demand close to \$5,850,000 in today's market. When considering all costs, fees and interest NDOT must also pay in addition to the value of the property, the settlement authority requested is considered reasonable and in the best interest of the State.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for the remaining amount of \$1,333,000 (\$5,850,000 minus \$4,517,000 already deposited with the Court). If the Board approves the settlement, NDOT will pay the agreed-upon balance and have the Court enter a Judgment and a Final Order of Condemnation transferring ownership of the property to NDOT, resolving this Action in its entirety as among all parties, inclusive of all attorney's fees, costs, interest and all precondemnation damage and goodwill claims.

///

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: January 18, 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:

- Advanced Foster Care
- Youth Parole foster homes

Additional Information:

This provider agreement will be used to enlist the services of foster care agencies providing services to the Division of Child and Family Services child welfare custody children within the Advance Foster Care Program (AFCP) model or foster care providers providing services to Youth Parole custody children. This new agreement will replace the previously approved Specialized Foster Care provider agreement which was approved by the Board of Examiners on May 13, 2014. This agreement removes duplicative language of Nevada Administrative Code 424 and language that did not support the new AFCP policy and procedures. The new agreement also adds language that supports the AFCP that was approved through the 2015 Legislature in

Senate Bill 107 and the addition of budget monies. Additionally, this new agreement adds language to support the best practices which are identified within the System of Care grant.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the state.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS' website in an effort to prevent unauthorized duplication. The following page includes an example of how the agreement will appear when posted (with updated approval dates).

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

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature

Date

Administrator, Division of Child and Family Services
Title

This Contract was approved as to form by the Nevada State Board of Examiners on March 10, 2015

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on January 14, 2015

REVIEWED: YH

ACTION ITEM: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA



RICHARD WHITLEY
Director

Kelly Wooldridge
Administrator

DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES

4126 Technology Way, 3rd Floor

Carson City, Nevada 89706

(775) 684-4400

RECEIVED

JAN 06 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

TO: James Wells, Director, Governor's Finance Office
THROUGH: Sharon Benson, Senior Deputy Attorney General, Attorney General's Office
THROUGH: Richard Whitley, Director, Department of Health and Human Services
FROM: Kelly Wooldridge, Administrator, Division of Child and Family Services
DATE: January 3, 2017
SUBJECT: Requested Action Item for February 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 foster care agencies providing services to DCFS child welfare custody children within the *Advance Foster Care Program (AFCP)* model or foster care providers providing services to Youth Parole custody children. This new agreement will replace the previously approved Specialized Foster Care agreement. This agreement removes duplicative language of NAC 424 and language that did not support the new AFCP policy and procedures. The new agreement also added new language that supports the AFCP that was approved through the 2015 Legislature in SB107 and the addition of budget monies. The new agreement also adds language to support the best practices which are identified within the Systems of Care (SOC) Grant DCFS Children's Mental Health received through Substance Abuse and Mental Health Services Administration (SAMHSA).

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

- Advanced Foster Care
- Youth Parole foster homes

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, 3rd Floor
Carson City, NV 89706
Ph: (775) 684-4400**

And

Independent Contractor: _____
Address: _____
Ph: _____

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

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

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

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

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

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

- ATTACHMENT AA: ADVANCED FOSTER CARE PROVIDER APPLICATION AND SCOPE OF WORK;
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: RATE SCHEDULE;

ATTACHMENT EE: FISCAL PROCEDURES; and
ATTACHMENT FF: ADDITIONAL INFORMATION

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

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

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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

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

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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

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

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

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

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of

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

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

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

The Contractor shall not commence work before:

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

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

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

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

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

General Requirements:

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

Evidence of Insurance:

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

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

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

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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

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

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

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

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

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

Independent Contractor's Signature _____ Date _____

Independent's Contractor's Title _____

Signature _____ Date _____

Administrator Division of Child and Family Services
Title _____

Signature - Board of Examiners _____

PRE-APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 1-3-17

(Date)

ATTACHMENT AA
Division of Child and Family Services
Advanced Foster Care Program or Youth Parole Served Children
Foster Care Agency Application & Scope of Work Requirements

The Division of Child and Family Services (DCFS) **Advanced Foster Care Program (AFCP)** services to be provided by the Foster Care Agency (FCA) upon referral of children to the FCA by the DCFS. Referrals of children for services are based upon the sole discretion of DCFS. DCFS does not guarantee FCA will receive referrals. DCFS reserves the right to withdraw children from a FCA placement at any time.

Nevada Medicaid Billing information

Provider Type: 14		Provider Type: 82	
NPI #:		NPI #:	
Medicaid Provider #:		Medicaid Provider #:	
Effective Date:		Effective Date:	

Purpose: This *Application Packet / Scope of Work* is for Foster Care Agencies who want to provide Specialized Foster Care Services through specialized foster home to Youth Parole served children* or DCFS Advanced Foster Care Program (AFCP) services to DCFS custody children through the use of contracted family-based AFCP foster homes. Children who qualify for placement in these foster homes have received a comprehensive assessment resulting in a psychiatric diagnosis (DSM) that includes severe emotional disturbance (SED). Additionally, it has been determined the needs of these children could not be met in traditional family foster care.

** For Foster Care Agencies and/or Specialized Foster Homes specifically serving Youth Parole custody children, any references or requirement within this scope of work for implementation of the **Together Facing the Challenge (TFTC)** model of care or use of TFTC fidelity forms and TFTC data collection are not a requirement for specialized foster homes serving specifically Youth Parole custody children.*

Foster Care Agency (FCA): A foster care agency, as used within this application and scope of work, means a business entity that recruits and enters into a contract with foster parents to provide specialized foster care services to children in the custody of the DCFS child welfare system through the AFCP.

A family-based, specialized foster home is required for placement of children within the DCFS AFCP. The specialized family foster home provides full-time care and services to children, who require advanced services for severe emotional disturbance (SED). An AFCP specialized foster home may initially start with a total of 2 child placements. The increase in the number of placed children, up to a maximum of six, will depend on the foster parents' experience, training, demonstrated capabilities and ability to meet the fidelity requirement within the AFCP. The FCA must have qualified staff and infrastructure to recruit, train, support and supervise their agency's AFCP foster parents.

System of Care (SOC): The FCA and FCA's AFCP foster parents must adhere to the *Substance Abuse and Mental Health Services Administration (SAMHSA) System of Care Values and Principles*.

System of Care Values and Principles

(Technical Assistance Partnership for Child and Family Mental Health, 2010)

SOC Defined

The system of care model is an organizational philosophy and framework that involves collaboration across agencies, families, and youth for the purpose of improving services and access and expanding the array of coordinated community-based, culturally and linguistically competent services and supports for children and youth with a serious emotional disturbance and their families. The system of care philosophy is built upon these core values and guiding principles. The core values of the system of care philosophy specify that the system of care:

1. Should be child centered and family focused, with the needs of the child and family dictating the types and mix of services provided.
2. Should be community based, with the locus of services as well as management and decision-making responsibility resting at the community level.
3. Should be culturally competent, with agencies, programs, and services that are responsive to the cultural, racial, and ethnic differences of the populations they serve.

SOC Values

- Family Driven
- Youth Guided
- Culturally and Linguistically Competent
- Individualized and Community Based
- Evidence Based

Guiding Principles

The following represent the ten foundational principles of the system of care philosophy¹:

1. Children with emotional disturbances should have access to a comprehensive array of services that address their physical, emotional, social, and educational needs.
2. Children with emotional disturbances should receive individualized services in accordance with the unique needs and potential of each child and guided by an individualized service plan.
3. Children with emotional disturbances should receive services within the least restrictive, most normative environment that is clinically appropriate.
4. The families and surrogate families of children with emotional disturbances should be full participants in all aspects of the planning and delivery of services.
5. Children with emotional disturbances should receive services that are integrated, with linkages between child-serving agencies and programs and mechanisms for planning, developing, and coordinating services.
6. Children with emotional disturbances should be provided with case management or similar mechanisms to ensure that multiple services are delivered in a coordinated and therapeutic manner and that they can move through the system of services in accordance with their changing needs.
7. Early identification and intervention for children with emotional disturbances should be promoted by the system of care in order to enhance the likelihood of positive outcomes.
8. Children with emotional disturbances should be ensured smooth transitions to the adult services system as they reach maturity.
9. The rights of children with emotional disturbances should be protected, and effective advocacy efforts for children and adolescents with emotional disturbances should be promoted.
10. Children with emotional disturbances should receive services without regard to race, religion, national origin, sex, physical disability, or other characteristics, and services should be sensitive and responsive to cultural differences and special needs.

¹ Stroul, B., & Friedman, R. (1986). *A system of care for children and youth with severe emotional disturbances* (Rev. ed.) Washington, DC: Georgetown University Child Development Center, National Technical Assistance Center for Children's Mental Health. Reprinted.

Section I Administrative

Instructions: Please ensure that each section is fully completed and addressed. If using additional pages ensure they are clearly marked, using the same lettering/numbering to reflect the lettering/numbering in this application. The most common reason for returned applications is incomplete responses.

Full rows shaded in grey require documents being attached to the application. *(see last page for **Application Packet Attachments – FCA Checklist**)*

Provide the following:				
1.	Agency Name (as filed with Secretary of State)			
	Agency Address			
	Name of Agency Director			
	Agency Telephone Numbers: Office: _____ Second Office: _____ Cell: _____			
3.	a. Names, addresses (business and residence), and telephone numbers of all owners, corporate officers and/or members of the Board of Directors or governing body <u>(if necessary, use additional sheets of paper)</u> . <u>Please attach the resume of each member as TAB I-3.</u>			
	Name	Business & residence addresses	Business & residence phone #'s	Membership Position

4.	Names and positions of any staff that are board members or related to board members, if applicable.			
	Name		Position	
5.	A current organizational chart which shows lines of administrative authority. Please attach as TAB I-5.			
6.	Copies of bylaws, which includes qualifications of governing body members, and articles of incorporation, if applicable. Please attach as TAB I-6.			
7.	A copy of a current State of Nevada business license. Please attach as TAB I-7.			
8.	<p>A statement concerning staffing pattern (NAC 424.250).</p> <p><i>For Specialized Foster Homes, discuss how you will ensure minimum staffing pattern is met, for example: when one parent takes a child to an appointment, when a parent becomes ill, when children are placed in respite care, etc.</i></p>			
9.	Attach a copy of the FCA financial business plan and complete financial information/report for the FCA's immediately preceding fiscal year as TAB I-9.			

10. Job Descriptions for each staff and volunteer classification to be used by the agency. Provide resumes for all FCA supervisory level staff (Director, supervisors, case managers, etc.).

(Add additional pages if necessary and resumes as TAB I-10)

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Job Classification:

Duties and responsibilities:

Minimum qualifications:

Section II Agency Information

1.	Describe the agency's child admission policy and intake procedures. Include reasons why the program might decline a DCFS child referral
2.	What population is the program designed to serve; including age, gender, and if specialized population
3.	Include a template of the agency's child treatment plan as TAB II-3.
4.	Include a copy of the agency's Disaster Plan per NAC 424.615 as TAB II-4
5.	<p>AFCP Foster Parent:</p> <ul style="list-style-type: none"> a. Describe the recruitment plan and selection criteria for prospective AFCP foster parents b. Describe the qualifications for prospective AFCP foster parents c. Describe foster parent applicant's orientation process
6.	Describe all agency's services provided to support and retain AFCP foster parents
7.	Attach templates for any contracts used between the FCA and AFCP foster parents (FCA/FP Contract; Individual Child Placement Contract, etc.) as TAB II-7.
8.	Describe agency's activities and efforts to prevent child placement disruptions
9.	Describe agency's crisis services for foster families and when provided
10.	Describe agency's procedures to provide short-term respite and/or temporary alternative placement to prevent discharge of child through disruption and/or foster parent burnout
11.	Describe agency's child transition planning and routine discharge process; include process for emergency discharge or removal from home
12.	<p>Agency Staff Training (NAC 424.712 – 424.718): Attach as TAB II-12</p> <ul style="list-style-type: none"> a. Attach a full description of the agency's Pre-Service Training Plan and the curricula b. Attach a full description of the agency's initial and ongoing training plan; include ACFP and Trauma Informed Care Trainings in addition to all NAC 424 training requirements (all personnel) c. Attach a full description of the agency's annual Advanced Training Plans
13.	Describe how specialized training needs are identified and met

Section III
**Compliance with Fidelity Requirements of Together Facing the Challenge;
Required Data Collection and Reporting within the
DCFS Advanced Foster Care Program**

To stay up-to-date on any changes or revisions to the DCFS's Advanced Foster Care Program (AFCP). The FCA needs to periodically check the DCFS website for possible changes in assessment/evaluation tools or in data collection requirements.

Use the following link to find **CHAPTER 1600: ADMINISTRATION**: <http://dcfs.nv.gov/Policies/CW/1600/>

The policy and policy attachments are located on this webpage for *1603-Oversight of Statewide Specialized Foster Care Program*. These child welfare policy documents will provide the FCA with information on current requirements for the DCFS Rural AFCP.

- | |
|--|
| <p>1603 - Oversight of Statewide Specialized Foster Care Program</p> <ul style="list-style-type: none">▪ Policy 1603▪ FPO 1603A - Evaluation Protocol |
|--|

Section IV

Other Scope of Work and Contract Requirements

1. The FCA must have FCA staff trained in the *Together Facing the Challenge-Training of Trainers* to ensure the FCA can train their own staff and foster parents ongoing, to sustain compliance with the DCFS AFCP contract.
2. Fidelity, by the FCA AFCP staff and ACFP foster parents, to the Together Facing the Challenge[®] therapeutic foster care model.
3. The FCA must have FCA staff trained in the National Child Traumatic Stress Network (NCTSN) **Workshop for Resource Parents: *Caring for Children Who Have Experienced Trauma*** or other equivalent caregiver trauma informed care (TIC) training, which has been prior approved by DCFS; ensuring the FCA can train their own AFCP staff and foster parents in TIC ongoing to sustain compliance with the DCFS AFCP contract.
4. Compliance with all applicable laws and standards;
 - a. Especially as identified within NRS 424 and NAC 424.
5. Compliance with all AFCP data collection within the timeframes required through this scope of work.
6. Submission of the FCA's *Implementation Plan* or written narrative of the specific manner in which the FCA will comply with all data collection requirements identified within the AFCP SOW and in NRS 424.042/NRS 424.043 (SB107) as TAB IV-6.
7. DCFS will ensure FCA compliance with AFCP & TFTC through, at minimum, quarterly contacts with the FCA AFCP/TFTC Clinical Supervisor. As needed, DCFS will provide necessary technical assistance to the FCA AFCP staff to ensure compliance with all aspects of the DCFS AFCP.
8. The FCA shall utilize the assessment and evaluation tools identified in the *Statewide Foster Care (SFC) Program Evaluation and Reporting Process* within this scope of work.
9. The FCA will NOT bill Nevada Medicaid for Basic Skills Training (BST) services for children placed by DCFS within the AFCP; additionally, the FCA will inform any outside behavioral health vendors used by the FCA to serve these DCFS children that providing BST is NOT an allowable service through this program.
10. The FCA will not accept parental placements (NAC 424.465) or placements from any child placing agency other than DCFS within the FCA AFCP rural foster homes without prior agreement by DCFS.
11. The FCA will provide all transportation for the child's visits, health appointment or other appointments identified through the child's case plan or Child and Family Team (CFT).
12. The FCA agrees to facilitate visitation with the child's family members as identified by the child's DCFS caseworker and/or CFT.
13. The FCA agrees to positively engage, and work, with the child's biological family as identified by the child's DCFS caseworker and/or CFT.
14. The FCA agrees to maintain a child's placement until all reasonable efforts are attempted with DCFS to prevent disruption. The FCA will notify DCFS proactively to request support services prior to submitting notice for removal of the child, unless the safety of the child or others is imminent.
15. The FCA will ensure all licensure for professional staff is kept current and immediately notify DCFS if any such licensure should lapse.
16. The FCA agrees to cooperate fully with all DCFS audits, scheduled or unscheduled, to ascertain the FCA compliance with this Provider Agreement.

Application Packet Attachments – FCA Checklist

ATTACH as:	Section & #	Required Application Attachments	Attached ✓
Section I			
TAB I-3	I-3	Resumes for all Board Members	
TAB I-5	I-5	FCA Organizational Chart showing lines of authority	
TAB I-6	I-6	FCA copy of articles of incorporation & bylaws that include qualifications of board members	
TAB I-7	I-7	Copy of FCA current State of Nevada Business License	
TAB I-9	I-9	FCA Business Plan & complete financial information/report	
TAB I-10	I-10	Attach resumes of all FCA supervisory level staff (<i>Director, supervisors, case managers, etc.</i>). Complete section in SOW for Job Descriptions (<i>on pg.5; if needed, attach additional Job Descriptions</i>)	
Section II			
TAB II-3	II-3	Template of agency's Child Treatment Plan	
TAB II-4	II-4	FCA written Disaster Plan (per NAC 424.615)	
TAB II-7	II-7	Template for all contracts used between FCA and AFCP Foster Parents/Homes (<i>FCA/Foster Home contract; Individual Child Placement Contract, etc.</i>)	
TAB II-12	II-12	Agency Staff Training (NAC 424.712 – 424.718): <ul style="list-style-type: none"> a. <i>Attach a full description of the agency's Pre-Service Training Plan and the curricula</i> b. <i>Attach a full description of the agency's initial and ongoing training plans; include ACFP and Trauma Informed Care Trainings in addition to all NAC 424 training requirements (all personnel)</i> c. <i>Attach a full description of the agency's annual Advanced Training Plans</i> 	
Section IV			
TAB IV-6	IV-6	FCA <i>Implementation Plan</i> or written narrative to establish compliance with all AFCP data collection requirements	

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.

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.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to

DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-7952
Fax: (775) 684-4455
E-mail: sharon.knigge@dcs.nv.gov

- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to

DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-7952
Fax: (775) 684-4455
E-mail: sharon.knigge@dcsf.nv.gov

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

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

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

Independent Contractor's Signature Date

Title

Signature – State of Nevada Date

Administrator, Division of Child and
Family Services

Title

ATTACHMENT CC
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

DIVISION OF CHILD AND FAMILY SERVICES
Hereinafter referred to as "Covered Entity"

And

Hereinafter referred to as "Business Associate".

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

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

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

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

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

I. DEFINITIONS.

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

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
 - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

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

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

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

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

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

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

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF COVERED ENTITY

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

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

V. TERM AND TERMINATION

1. Effect of Termination:

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services

(Enter Business Name)

4126 Technology Way, 3rd Floor

(Enter Business Address)

Carson City NV 89706

(Enter Business City, State and Zip Code)

(775) 684-4400

(Enter Business Phone Number)

(775) 684-4455

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services

(Title)

(Date)

(Date)

ATTACHMENT DD

ADVANCED FOSTER CARE (AFC) HOME RATE SCHEDULE FEE EFFECTIVE: JULY 1, 2016

The Advanced Foster Care (AFC) homes are contracted foster care agencies in Nevada. The Advanced Foster Care program payments will be issued on a single check monthly.

DAILY RATE (not age based)		
Daily Rate		
Advanced Foster Care Rate	\$115.00	ADV FC COMB
Rural youth placed in urban AFC home		
Advanced Foster Care Rate	\$125.00	ADV FC COMB + Add
Rural youth placed in rural AFC home		

Advanced Foster Care Homes

Advanced foster care providers receive training in the Together Facing the Challenge (TFTC) therapeutic Foster care model in addition to trauma-informed care and Medication Administration and Management Training. The specialized foster home provides full-time care and services to children who require advanced services for severe emotional disturbance (SED).

Board and Care, Clothing and Personal Incidentals

Housing and Furnishings, Utilities, Clothing Personal Incidentals, Food and Non-Medical Transportation all included in one (1) rate.

Attachment EE

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 FF
ADDITIONAL INFORMATION**

Company Name

Contact Name

Physical Address

City, State, Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID #

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as?

Yes

No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency?

Yes

No

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

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

Company Name

Service Areas Where Located and Willing to Travel to

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



STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE

Budget Division

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

Date: January 25, 2017

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

From: Katrina Nielsen, Budget Analyst
Budget Division

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION -
PURCHASING DIVISION**

Agenda Item Write-up:

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)**

Additional Information:

The new short form is intended to simplify the contracting process for users and incorporates the same basic structure and language as the standard contract for services of an independent contractor. By reducing the standard form contract sections from 31 to 20 and eliminating attachments, the short form provides a simpler, business-friendly alternative to the standard form. Eleven standard contract sections have been removed and four standard contract sections have been modified to consolidate information as follows:

Sections Removed

- | | |
|----------------------|---------------------------------------|
| 1. Required Approval | 13. Force Majeure |
| 2. Definitions | 17. Compliance with Legal Obligations |
| 7. Assent | 20. Assignment/Delegation |

- 23. Confidentiality
- 24. Federal Funding
- 25. Lobbying

- 27. Proper Authority
- 29. Assignment of Antitrust Claims

Sections Modified

- 3. Incorporated Documents (Changed to Scope of Work)
- 6. Inspection & Audit
- 7. Contract Termination
- 12. Insurance Schedule

The standard form includes minor revisions to create consistency between the two contract forms.

Statutory Authority:

NRS 333.700

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

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
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

Date: January 19, 2017

MEMORANDUM

To: Katrina Nielsen, Budget Analyst
Governors Finance Office

From: Jeffrey Haag, Administrator
Nevada Department of Administration - Nevada Purchasing Division

Subject: February BOE Agenda Item | New Short Form Contract

The Department of Administration | Purchasing Division in coordination with the Governors Finance Office and the Office of the Attorney General submit for review and approval by the Board of Examiners a new short form contract for services of an independent contractor for amounts less than \$50,000. This new short form contract and revised standard contract is intended to simplify the contracting process for State agencies and our vendor community. The new contract incorporates the scope of work and insurance requirements in the body of the contract and discourages contractors from attaching boilerplate contract language, thereby protecting the State from unwanted indemnification and limitation of liability language.

The short form uses the same basic structure and language as the standard contract for services of an independent contractor. The short form has earned the adjective "short" by deleting eleven sections from the longer standard form ("long form") and condensing other sections.

The short form does not include the long form's Assent section because there is no longer a need to address the issue of attachments and order of precedence. The short form condenses both the Inspection & Audit and the Contract Termination sections of the long form.

The short form deletes the following long form sections: Force Majeure, Compliance with Legal Obligations, Assignment/Delegation, Confidentiality, Federal Funding, Lobbying, Proper Authority, and Assignment of Antitrust Claims. The following contract sections were modified: Incorporated Documents, Insurance Schedule, Inspection & Audit, and Contract Termination.

By reducing the long form contract sections from 31 to 20 sections and eliminating attachments, the short form provides a simpler approach for contracts that do not need the extra legalese written into more expensive contracts. The simplified short form should increase the State's efficiency and be appreciated as more business-friendly.

The States standard contract is also being submitted for review and approval for minor revisions to create consistency between the two contract forms. The new short form contract and the standard contract will continue to be located on the Purchasing Division's website in the contracting tool box.

Thank you,


Jeffrey Haag

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR LESS THAN \$50,000

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

Contracting Agency Name:

Address:

City, State, Zip Code:

Contact:

Phone:

Fax:

Email:

and the Independent Contractor doing business as:

Contractor Name:

Address:

City, State, Zip Code:

Contact:

Phone:

Fax:

Email:

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage 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. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	Date	To:	Date
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2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The scope of work is described below or (if used) in *Attachment AA*, which is incorporated herein by reference:

ITEM #	DESCRIPTION

An Attachment must be limited to the scope of work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$	per	
----	-----	--

Total Contract or installments payable at:	
--	--

Total Contract Not to Exceed:	\$
-------------------------------	----

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

5. **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 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 Contractor.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. **CONTRACT TERMINATION.**

A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days notice in the manner specified in Section 2. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any

reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 7D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 7C, above, shall run concurrently, unless the notice expressly states otherwise.

8. **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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. 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 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.
9. **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. 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. Contractor's tort liability shall not be limited.

10. **INDEMNIFICATION AND DEFENSE.** 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 breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract, Contractor will reimburse the State for that liability.

12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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 Contractor. By endorsement to Contractor's automobile and general liability policies, 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 Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

B. Automobile Liability. [delete if Contract does not involve use of motor vehicle.] The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

C.

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

D. Professional Liability/Errors and Omissions Liability [delete if Contract does not involve professional services.] The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. 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.

- | | |
|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

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

13. **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.
14. **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.
15. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
18. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its scope of work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value (Section 5) exceeds \$49,999. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature Date Independent Contractor's Title

State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Clerk of the Board of Examiners

On: _____
Date

Approved as to Form:

By _____
Deputy Attorney General Date

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada

Acting by and Through Its

Contracting Agency Name:

Address:

City, State, Zip Code:

Contact:

Phone:

Fax:

Email:

and the Independent Contractor doing business as:

Contractor Name:

Address:

City, State, Zip Code:

Contact:

Phone:

Fax:

Email:

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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

Effective from:	Date	To:	Date
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

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:	INSURANCE SCHEDULE
ATTACHMENT BB:	STATE SOLICITATION OR RFP # and AMENDMENTS #
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

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

\$	per	
----	-----	--

Total Contract or installments payable at:	
--	--

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

9. **INSPECTION & AUDIT.**

- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days notice in the manner specified in Section 4. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. **State Termination for Non-Appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. 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 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. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract, Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor 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.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at 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 Contractor and shall continue in force as appropriate until:

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

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

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to 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 under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out 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. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature Date Independent Contractor's Title

State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

Brian Sandoval
Governor



James R. Wells, CPA
Director


Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: January 18, 2017

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

From: Heather Field, Executive Branch 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 ADMINISTRATION –
NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS

Agenda Item Write-up:

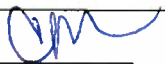
Pursuant to NRS 333.705, subsection 1, the division requests to contract former employee, Roberta DeBuff, through a contract with Manpower. The contract terms are subject to the date of BOE approval (anticipated to be February 14, 2017) through June 30, 2017.

Additional Information:

Ms. Roberta DeBuff accepted a position with Clark County Library District in November 2016. She was solely responsible for the division's management of federal grant programs, coordination and implementation of statewide library development activities, planning and conducting continuing education and training workshops for librarians and providing consultation services to constituents. Currently, there is no existing staff with the knowledge and experience to train the duties and responsibilities of this position. This request will provide vital training to the new hire for this position and two more new positions currently in the hiring process. It is the intent of the agency to schedule Ms. DeBuff to work one eight hour day a week between the hours of 8:00am and 5:00pm through June 30, 2017.

Statutory Authority:

NRS 333.705

REVIEWED: 
ACTION ITEM: _____

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey M. Kintop
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Nevada State Library, Archives and Public Records
100 N. Stewart Street | Carson City, NV 89701
Phone: (775) 684-3313 | TDD: (775) 687-8338 | Fax: (775) 684-3311

Memorandum

DATE: January 18, 2017

TO: Heather Field, Executive Branch Officer
Governor's Finance Office
Budget Division

FROM: Jeffrey M. Kintop, Administrator

RE: Request to Contract with Former Employee

I am requesting approval to hire former Employee Roberta DeBuff on a part-time temporary basis to help new staff take over the management of federal Library Services and Technology Act (LSTA) grants from the Institute of Museum and Library Services (IMLS). Ms. DeBuff left state service for a Branch Manager position in the Las Vegas Clark County Library District in November. We currently have two new employees and are interviewing for a third to manage the Library Development Program. This contract will provide vital training not only to a new hire for this position, but also for the Assistant Administrator who has the responsibility of supervising this work and helping to ensure it is complete and meets expectations of funders and allied partners alike. Ms. DeBuff will be paid from BA 2891, Cat 12, grants 16-09 and 16-20 and 16-21. There is an amount for Manpower assistance that supported her Las Vegas Office. We have office support in Carson City and can use these Manpower funds to pay her.

Our current situation. Since last August, Assistant Administrator for Library Development Karen Starr retired after twelve years. The new coordinator for the IMLS grants failed to make her probationary period in October and Roberta left state service for a Branch Manager position in the Las Vegas Clark County Library District in November. Our Library development program that had three staff has been reduced to one. We had an emergency appointment for the LSTA Coordinator for two months and have filled that position and we are interviewing for a replacement for Ms. DeBuff's position. So right now we have two new staff and are in the process of filling the third.

NSLAPR oversees a \$1.78 million grant program in the state and Ms. DeBuff was a Librarian 4 (Grade 37) managing grants for Public Library Statistics, Statewide Reading Programs, Statewide Continuing Education, bookmobiles, Statewide Collection Development and Library certification. For three years she was solely responsible for these programs under the direction of the former Administrator who left her position in February of 2016.

We are approaching reporting deadlines for our sub grant program and with the IMLS. It is very important to have her help to facilitate transition of six statewide federal grant programs, totaling over \$322K the scope of work is aimed at training the Assistant Administrator to understand day to day tasks, as well as provide support to a new hire.

Please let me know if you have any questions.

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Roberta DeBuff</u>
Former Employee ID number:	<u>51016</u>
Former Job Title:	<u>Library Consultant</u>
Former Employing Agency:	<u>NSLAPR</u>
Former Class and Grade:	<u>Librarian IV, Grade 37 step 6</u>
Employment Dates:	<u>January 28, 2013 – November 4, 2016</u>
Contracting Agency:	<u>NSLAPR</u>

Please check which of the following applies:

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

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

<p>a. Summarize scope of contract work.</p> <div style="text-align: center; margin-top: 20px;"> <p>RECEIVED</p> <p>JAN 10 2017</p> <p>GOVERNOR'S FINANCE OFFICE BUDGET DIVISION</p> </div>	<p>To facilitate transition of six statewide federal grant programs, totaling over \$250K the scope of work is aimed at training the Assistant Administrator to understand day to day tasks, as well as provide support to a new hire. The following describes focused teaching efforts:</p> <ul style="list-style-type: none"> • Understanding the coordination of statewide library development activities in a variety of areas, such as continuing education, federal grants and resource sharing. • Understanding the aspects of the State's evaluation of library programs, including the development of evaluative criteria and the implementation of evaluation programs. • Understanding the elements of the State's responsibility to coordinate the programmatic analysis of statistical data reported by libraries. • Understanding of the State's role to serve as liaison with regional and statewide library groups. • Understanding the State's obligation to deploy long-range planning and program development, with emphasis on multi-type resource sharing. • Understanding the role of the State to represent the Nevada State Library, Archives and Public Records (NSLAPR) library planning and development unit through formal presentations, as well as by written or oral communication to a variety of groups and individuals at state and local levels. • Understanding the State's role in development of and deployment of training programs which support resource sharing and other cooperative library activities. • Understanding of the State's role in preparation of articles for major NSLAPR publications and reports. • Understanding of the State's participation in professional organizations and obligation to attend workshops and seminars. • Understanding what records, reports and correspondence must be prepared related to the work.
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<p>b. Document former job description.</p>	<p>NSLAPR Library Consultant position principal assignments, goals and responsibilities include the following:</p> <ol style="list-style-type: none"> 1) Provide consultation services to constituents of the Nevada State Library. Administer public library statistics gathering and reporting. 2) Plan and conduct continuing education and training workshops for librarians, trustees and allied information partners. 3) Plan, coordinate and implement all aspects of statewide reading programs through programs and partners, for example partners like the Nevada Center for the Book and programs like DIA, Letters about Literature, Nevada Reads and more. 4) Research, coordinate and manage state and federal grants to libraries statewide. Write private, state and federal grants for use by NSLA. Manage grant funded projects. 5) Create assigned publications, print and electronic.
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>The former employee is being hired because of real – time knowledge of the current federally funded statewide programs that were managed under her sole domain. Through direction about specific program deadlines, tasks, reports and the like knowledge will be transferred about each statewide program and statutory obligations.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>There was no cross training of the projects managed and tracked from this position. In other words no existing staff have working knowledge of the duties and responsibilities of this position.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>No</p>
<p>f. List contractor's hourly rate.</p>	<p>\$40</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Librarian IV</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable</p>	<p>N/A</p>

<p>State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>This situation is atypical in that employees in the positions tasked with understanding and direct and indirect oversight of the work of this position are new to the agency. And for the previous three years due to unique conditions this person was in a southern Nevada ancillary office for state library work primarily conducted in northern Nevada. The southern Nevada staffer job was to deploy and manage the breadth of projects described above and did not in any way provide opportunity for other library staff to have even working knowledge of these ongoing programs. In other words this work was accomplished in a silo. The contractor is kind enough and recognizes the debilitating position this has put new and northern Nevada staff in. She is reasonably priced and the extenuating circumstances of these staff changes justify leveraging this support. This contract will provide vital training not only to a new hire for this position, but also for the Assistant Administrator who has the responsibility of supervising this work and helping to ensure it is complete and meets expectations of funders and allied partners alike.</p>

Comments:

The contractor will provided through the State's contract with Manpower.

 1/26/17
 Contracting Agency Head's Signature and Date


 Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Roberta DeBuff</u>
Former Employee ID number:	<u>51016</u>
Former Job Title:	<u>Library Consultant</u>
Former Employing Agency:	<u>NSLAPR</u>
Former Class and Grade:	<u>Librarian IV, Grade 37 step 6</u>
Employment Dates:	<u>January 28, 2013 – November 4, 2016</u>
Contracting Agency:	<u>NSLAPR</u>

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a. Summarize scope of contract work.

RECEIVED

JAN 10 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

To facilitate transition of six statewide federal grant programs, totaling over \$250K the scope of work is aimed at training the Assistant Administrator to understand day to day tasks, as well as provide support to a new hire. The following describes focused teaching efforts:

- Understanding the coordination of statewide library development activities in a variety of areas, such as continuing education, federal grants and resource sharing.
- Understanding the aspects of the State's evaluation of library programs, including the development of evaluative criteria and the implementation of evaluation programs.
- Understanding the elements of the State's responsibility to coordinate the programmatic analysis of statistical data reported by libraries.
- Understanding of the State's role to serve as liaison with regional and statewide library groups.
- Understanding the State's obligation to deploy long-range planning and program development, with emphasis on multi-type resource sharing.
- Understanding the role of the State to represent the Nevada State Library, Archives and Public Records (NSLAPR) library planning and development unit through formal presentations, as well as by written or oral communication to a variety of groups and individuals at state and local levels.
- Understanding the State's role in development of and deployment of training programs which support resource sharing and other cooperative library activities.
- Understanding of the State's role in preparation of articles for major NSLAPR publications and reports.
- Understanding of the State's participation in professional organizations and obligation to attend workshops and seminars.
- Understanding what records, reports and correspondence must be prepared related to the work.

<p>b. Document former job description.</p>	<p>NSLAPR Library Consultant position principal assignments, goals and responsibilities include the following:</p> <ol style="list-style-type: none"> 1) Provide consultation services to constituents of the Nevada State Library. Administer public library statistics gathering and reporting. 2) Plan and conduct continuing education and training workshops for librarians, trustees and allied information partners. 3) Plan, coordinate and implement all aspects of statewide reading programs through programs and partners, for example partners like the Nevada Center for the Book and programs like DIA, Letters about Literature, Nevada Reads and more. 4) Research, coordinate and manage state and federal grants to libraries statewide. Write private, state and federal grants for use by NSLA. Manage grant funded projects. 5) Create assigned publications, print and electronic.
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>The former employee is being hired because of real – time knowledge of the current federally funded statewide programs that were managed under her sole domain. Through direction about specific program deadlines, tasks, reports and the like knowledge will be transferred about each statewide program and statutory obligations.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>There was no cross training of the projects managed and tracked from this position. In other words no existing staff have working knowledge of the duties and responsibilities of this position.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750</u>.</p>	<p>No</p>
<p>f. List contractor's hourly rate.</p>	<p>\$40</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Librarian IV</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable</p>	<p>N/A</p>

<p>State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>This situation is atypical in that employees in the positions tasked with understanding and direct and indirect oversight of the work of this position are new to the agency. And for the previous three years due to unique conditions this person was in a southern Nevada ancillary office for state library work primarily conducted in northern Nevada. The southern Nevada staffer job was to deploy and manage the breadth of projects described above and did not in any way provide opportunity for other library staff to have even working knowledge of these ongoing programs. In other words this work was accomplished in a silo. The contractor is kind enough and recognizes the debilitating position this has put new and northern Nevada staff in. She is reasonably priced and the extenuating circumstances of these staff changes justify leveraging this support. This contract will provide vital training not only to a new hire for this position, but also for the Assistant Administrator who has the responsibility of supervising this work and helping to ensure it is complete and meets expectations of funders and allied partners alike.</p>

Comments:

The contractor will provided through the State's contract with Manpower.

 1/18/17
 Contracting Agency Head's Signature and Date


 Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	Roberta DeBuff
Former Employee ID number:	51016
Former Job Title:	Library Consultant
Former Employing Agency:	NSLAPR
Former Class and Grade:	Librarian IV, Grade 37 step 6
Employment Dates:	January 28, 2013 – November 4, 2016
Contracting Agency:	NSLAPR

RETURN TO
DoA/ASD

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

<p>a. Summarize scope of contract work.</p> <div style="text-align: center; margin-top: 20px;"> <p style="font-size: 1.5em; color: blue; font-weight: bold;">RECEIVED</p> <p style="font-size: 1.2em; color: blue;">JAN 10 2017</p> <p style="font-size: 0.8em; color: blue;">GOVERNOR'S FINANCE OFFICE BUDGET DIVISION</p> </div>	<p>To facilitate transition of six statewide federal grant programs, totaling over \$250K the scope of work is aimed at training the Assistant Administrator to understand day to day tasks, as well as provide support to a new hire. The following describes focused teaching efforts:</p> <ul style="list-style-type: none"> • Understanding the coordination of statewide library development activities in a variety of areas, such as continuing education, federal grants and resource sharing. • Understanding the aspects of the State's evaluation of library programs, including the development of evaluative criteria and the implementation of evaluation programs. • Understanding the elements of the State's responsibility to coordinate the programmatic analysis of statistical data reported by libraries. • Understanding of the State's role to serve as liaison with regional and statewide library groups. • Understanding the State's obligation to deploy long-range planning and program development, with emphasis on multi-type resource sharing. • Understanding the role of the State to represent the Nevada State Library, Archives and Public Records (NSLAPR) library planning and development unit through formal presentations, as well as by written or oral communication to a variety of groups and individuals at state and local levels. • Understanding the State's role in development of and deployment of training programs which support resource sharing and other cooperative library activities. • Understanding of the State's role in preparation of articles for major NSLAPR publications and reports. • Understanding of the State's participation in professional organizations and obligation to attend workshops and seminars. • Understanding what records, reports and correspondence must be prepared related to the work.
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<p>b. Document former job description.</p>	<p>NSLAPR Library Consultant position principal assignments, goals and responsibilities include the following:</p> <ol style="list-style-type: none"> 1) Provide consultation services to constituents of the Nevada State Library. Administer public library statistics gathering and reporting. 2) Plan and conduct continuing education and training workshops for librarians, trustees and allied information partners. 3) Plan, coordinate and implement all aspects of statewide reading programs through programs and partners, for example partners like the Nevada Center for the Book and programs like DIA, Letters about Literature, Nevada Reads and more. 4) Research, coordinate and manage state and federal grants to libraries statewide. Write private, state and federal grants for use by NSLA. Manage grant funded projects. 5) Create assigned publications, print and electronic.
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>The former employee is being hired because of real – time knowledge of the current federally funded statewide programs that were managed under her sole domain. Through direction about specific program deadlines, tasks, reports and the like knowledge will be transferred about each statewide program and statutory obligations.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>There was no cross training of the projects managed and tracked from this position. In other words no existing staff have working knowledge of the duties and responsibilities of this position.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>No</p>
<p>f. List contractor's hourly rate.</p>	<p>\$40</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Librarian IV</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable</p>	<p>N/A</p>

<p>State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>This situation is atypical in that employees in the positions tasked with understanding and direct and indirect oversight of the work of this position are new to the agency. And for the previous three years due to unique conditions this person was in a southern Nevada ancillary office for state library work primarily conducted in northern Nevada. The southern Nevada staffer job was to deploy and manage the breadth of projects described above and did not in any way provide opportunity for other library staff to have even working knowledge of these ongoing programs. In other words this work was accomplished in a silo. The contractor is kind enough and recognizes the debilitating position this has put new and northern Nevada staff in. She is reasonably priced and the extenuating circumstances of these staff changes justify leveraging this support. This contract will provide vital training not only to a new hire for this position, but also for the Assistant Administrator who has the responsibility of supervising this work and helping to ensure it is complete and meets expectations of funders and allied partners alike.</p>

Comments:

The contractor will provided through the State's contract with Manpower.

 1/16/17
 Contracting Agency Head's Signature and Date


 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 | Fax: (775) 684-0260

Date: January 23, 2017

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

From: Jim Rodriguez, 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.

NEVADA DEPARTMENT OF THE MILITARY

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Office of the Military requests authority to contract with former state military security employees through AlliedBarton Security Services, a third party provider that has a Master Services Agreement (MSA) with the State of Nevada. It is anticipated that these employees will be employed by AlliedBarton and will work a standard 40 hours per week effective March 1, 2017.

Additional Information:

In October 2016, it came to the Office of the Military's attention that the agency was non-compliant with the Army Security Cooperative Agreement. An internal review of the Master Cooperative Agreement (MCA) was conducted and it was realized that the agency was improperly allowing its Army Military Security Officers (MSO) to utilize their privately-owned firearms on duty contrary to MCA regulations. As a result, the agency was forced to disarm the current Military Security Officers. The agency has indicated that this situation poses an unacceptable security risk for our Nevada Army National Guard bases throughout the State.

The agency explored four courses of action (COA) to rectify the issue: 1). Maintain the status quo of unarmed MSOs at the various Armories; 2). Provide service weapons and training to each of the current MSOs; 3). Utilize State Active Duty National Guards as MSOs; and 4). Utilize an existing state contract security services contract with a private company.

The agency, in cooperation with the federal National Guard Bureau, determined that transitioning its military security resources to contract employees is the most efficient and cost effective alternative. It will reduce personnel costs, enable the agency to meet manning requirements when security threat level fluctuates, and allow the agency to address other identified security deficiencies with the savings generated by transitioning to contracted security services.

Statutory Authority:

NRS 333.705

<p>REVIEWED: <u> </u></p> <p>ACTION ITEM: <u> </u></p>
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BRIAN SANDOVAL
Governor

STATE OF NEVADA OFFICE OF THE MILITARY
OFFICE OF THE ADJUTANT GENERAL
2460 FAIRVIEW DRIVE
CARSON CITY, NEVADA 89701



WILLIAM BURKS
Brigadier General
The Adjutant General

MEMORANDUM

Date: January 12, 2017

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

From: William R. Burks, Brig Gen, USAF
The Adjutant General, NVMD

Subject: Request to Hire Former State Employee

In October 2016, it came to the Office of the Military's attention that the agency was non-compliant with the Army Security Cooperative Agreement. An internal review of the Master Cooperative Agreement (MCA) was conducted and it was realized that the agency was improperly allowing its Army Military Security Officers (MSO) to utilize their privately-owned firearms on duty contrary to MCA regulations. As a result, the agency was forced to disarm the current Military Security Officers. This poses an unacceptable security risk for our Nevada Army National Guard bases throughout the State.

There were four courses of action (COA) considered by the Adjutant General. The first COA was to maintain status quo of unarmed MSOs at the various Armories; the second COA was to provide service weapons and training to each of the current MSOs; the third COA was to use State Active Duty National Guards as MSOs; and the fourth COA was to use an existing state contract security services contract with a private company.

Having unarmed security force poses an unacceptable security risk for all Army National Guard bases given past world events. Northern Command (NORTHCOM) provides threat advisories and dictates the force protection condition which TAG takes under advisement when deciding the posture of the security force.

Providing service weapon to current MSOs is neither the most efficient nor cost effective course of action. Our current federal budget is below requirement level for our existing security needs. Non-critical requirement is 44 MSOs, but our current federal budget only allows us to employ around 32 state employees. If the security threat level increases in the future, the agency would not be able to meet the security requirements based on our current budget and staffing. Also per MCA, weapons training and qualification will follow recognized federal, state, or local law enforcement agency's qualification/familiarization standards for the type of weapon required for

armed security. This means these security officers would require DODI 5525.15 or POST level II equivalent training. The cost to purchase the weapons, ammunition, equipment, provide training, purchase vaults to store the firearms, and have interim contract employees while current staff are on training was estimated to be around \$900,000 at best. A possible POST II training initial failure rate of 50% will increase this cost as it is projected that a number of our current staff will not pass POST II training. There would also have ongoing turnover rate costs associated with this course of action. All costs associated in purchasing firearms equipment and trainings are not federally reimbursable per the MCA.

Hiring State Active Duty personnel incurs a higher cost than having our current MSO staffing so it is also not a viable alternative.

Transitioning to contract employees is the most efficient and cost effective alternative. It will reduce personnel costs and enable the agency to meet manning requirements when security threat level fluctuates. With the projected federal funding for federal fiscal year 2018, approximately \$1,400,000 can be used to update our bases to meet current force protection Unified Facility Codes. Due to budget deficits, our bases throughout the state are in dire need of physical security improvements and are years behind on security protocols. However, this alternative would require the agency to lay off all of its 30 Army Military Security Officers and contract security personnel through a private company that has an existing contract with the State of Nevada for similar services. The private company would be responsible for providing the security staff with the appropriate weapons and training. In addition, current MSO staff would have the option of applying for the positions through this company.

AlliedBarton Security Services is currently a state MSA contractor, but has indicated that they do not have enough security personnel to fulfill the Office of the Military's security needs at the moment. As such, it has been acknowledged by the agency and AlliedBarton that it will be beneficial for all parties to allow these MSO employees to apply with AlliedBarton and possibly refill the current security positions. They already have the expertise and experience in providing security protection for Army National Guard facilities. AlliedBarton is also recruiting from outside the agency as it is anticipated that there will not be enough MSOs that will apply with AlliedBarton to fill the projected 22 contract positions.

Pursuant to NRS 333.705, subsection 1, the Office of the Military requests authority to contract with former state MSO employees through AlliedBarton Security Services, a third party provider that has a Master Services Agreement (MSA) with the State of Nevada. Employees employed by AlliedBarton are projected to work a standard 40 hours per week effective upon BOE approval and Work Program approval of Interim Finance Committee (IFC).

X

William R. Burks, Brig Gen, USAF
Adjutant General, NVMD

WILLIAM R. BURKS, Brig Gen, USAF
Adjutant General, NVMD

Office of the Military – MSO Action Plan

1. The current manning versus planned transition coverage:

Current hours and manning: current MSOs work 40 hrs per week 30 MSOs

Harry Reid Training Center (Aviation Facility): 12 hrs per day X 5 days a week, then once a month on Drill weekends is 12 hrs per day x 7 days that week (6 employees including 1 supervisor)

Fairview Complex (OTAG): same as above (9 employees including 1 chief, 1 lieutenant and 1 supervisor)

Floyd Edsal Training Center: same as above (7 employees including 1 lieutenant and 1 supervisor)

Anthony Comet Training Complex: same as above (7 employees including 1 supervisor)

Plumb Lane Armory: 8 hrs per day X 5 days a week (1 employee)

Contracted hours: 880 hours (2 persons on shift for all facilities, except Plumb Lane Armory which has 1 person)

Harry Reid Training Center (Aviation Facility): 24 hrs per day X 7 days a week

Fairview Complex (OTAG): 12 hrs per day X 7 days a week

Floyd Edsal Training Center: 12 hrs per day X 7 days a week

Anthony Comet Training Complex: 12 hrs per day X 7 days a week

Plumb Lane Armory: 8 hrs per day X 5 days a week – no change

2. Timeframe :

- The agency is looking at transitioning its MSOs to contracted security personnel effective March 1st, 2017. AlliedBarton is already recruiting for the projected need. If approval is provided at the February BOE to hire previous state employees, current state MSO staff that plan to apply to the contractor for one of the contracted positions can start training prior to the March 1 target date. This would allow the contractor to have enough trained staffing on-hand to cover the agency's need of 880 hours per week.
- IFC Work Program - Continuing unarmed security services at the National Guard facilities is a security risk that cannot continue. The agency will be requesting a 15-day work program approval to provide the budget authority for the security contract and anticipates submitting that work program by 1st week of February.
- Layoffs - Notification of layoffs will depend on BOE approval to hire previous state employees and IFC work program approval to provide the federal funding for the security contract. The agency is required to provide its MSO employees with 30 days notice of termination. On January 4, 2017 all Army MSOs were given informal notification of the projected layoff date of March 1st, though no official layoff notices were provided. Based on an anticipated start date of March 1 the agency plans to provide formal layoff notice to its MSO personnel no later than Friday January 27.

3. AlliedBarton's hiring of current state employees - AlliedBarton has indicated that they can accept any of the MSO currently hired by the state and as long as they meet the

company's qualifications and pass the training. The contractor also stated that based on his conversations with the agency's current MSOs, he does not anticipate a lot of employees will apply with the contractor for a position for one of several reasons: some would chose to be placed on the state's layoff list and wait for other state jobs to open rather than work for private security; other would chose to return to the state agencies from where they transferred from, and some might simply choose to retire. Therefore, AlliedBarton has already started recruiting outside the agency to fill in the anticipated gap.

4. Security Needs - Once it was brought to the agency's attention that regulations prohibited state MSOs to carry their private firearms, the Provost Marshal conducted an internal review of the Master Cooperative Agreement and budget to develop a comprehensive list of the agency's security deficiencies and available resources. General Burks is in the process of reviewing the list and will forward a copy of the final list once it is approved.
5. Contract with AlliedBarton: There is a current MSA contract in place with Purchasing and the agency will be utilizing that contract for its security service so there will be no need to create a separate contract. Once BOE approves the requests to hire former employees, Purchasing is requesting a copy of each signed document and will use that for AlliedBarton's MSA. The agency has confirmed this with Annette Morfin from Purchasing.
6. Costs: AlliedBarton will provide the security personnel, training, firearms and ammo, and supervision of all contracted security personnel. The agency currently has a chief, 2 lieutenants (one in the north and one in the south), and 4 first line supervisors for each major facility. This supervision will now be provided through the contractor AlliedBarton and the state will pay just for the 880 hrs of manpower per week for the five facilities at a rate of \$26.24 per hour. Total annual cost for this service is projected at \$1,200,742.40 (880 hrs /wk x 52 weeks per year x \$26.24 per hour). Any funding saved by this transition will be spent on security infrastructure projects to meet current military security guidelines (Force Protection Unified Facility Codes).

Please let me know if you have any other questions or need anything else.

Thank you very much for all your help.

Cheryl Lee Tyler
Administrative Services Officer II
Nevada Office of the Military
(775) 884-8458
CTyler@govmail.state.nv.us

Authorization to Contract with a Former Employee

Former Employee Name: see attached
Former Employee ID number: _____
Former Job Title: Military Security Officer 1 (27)
Former Employing Agency: Office of the Military
Former Class and Grade: 11.243 31
Employment Dates: _____
Contracting Agency: Allied Barton Security

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	Provide security services for Nevada Army National Guard facilities.
b. Document former job description.	Provide security services for Nevada Army National Guard facilities.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No
d. Explain why existing State employees within your agency cannot perform this function.	Due to budget/monetary constraints, current security personnel are projected to be laid off. AlliedBarton Security Services, a MSA contract, does not have enough personnel to fill our requested manpower. By allowing the state employees to apply with AlliedBarton, it will be beneficial for both the state personnel and the company.
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	No

why this would not violate <u>NAC 284.750.</u>	
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.	Due to budgetary/monetary constraints, state personnel will be laid off and replaced by contractors under AlliedBarton Security Services.

Comments:

Wm R Burk

1/10/2017

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

List of Current Employees - Potential Hires through AlliedBarton

MSO 1

26433 Stephen Amos
14630 Victor Azul
37078 Danial Baldrige
49039 Xavire Ballard
44576 John Blevins
35781 Mark Cloninger
40377 Louis Gonzales
11412 Earnest Guyton
57148 David Hammond
25160 Willian Hilton
57147 Justin Johnson
35702 Michale Johnson
59475 Kenneth kleinworth
35714 Richard Krissak
59753 Jeffery Marchese
35725 Ernest Myers
24407 Chirstopher Neely
57146 Carlos Perez
37135 Ronald Reyes
59601 Arcadio Rivera
57007 Valeria Colon Rodriguez
59466 Bryan Sanchez
00358 Gregory Sayles
26339 Theresa Sahfer
57151 Cesar Rodriguez Solis
13098 Arthur Tucker
36743 Lawrence Watkins

MSO 2

35782 Nicolas Allred
35715 Robert Bordeaux
60062 Mathew Giltner

MSO 3

35706 Vaughn Amoroso
35984 Gary Baker

Authorization to Contract with a Former Employee

Former Employee Name: See Attached
Former Employee ID number: _____
Former Job Title: Military Security Officer 2 (3)
Former Employing Agency: Office of the Military
Former Class and Grade: 11.242 33
Employment Dates: _____
Contracting Agency: Allied Barton Security

Please check which of the following applies:

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

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

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b. Document former job description.	Provide security services for Nevada Army National Guard facilities.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No
d. Explain why existing State employees within your agency cannot perform this function.	Due to budget/monetary constraints, current security personnel are projected to be laid off. AlliedBarton Security Services, a MSA contract, does not have enough personnel to fill our requested manpower. By allowing the state employees to apply with AlliedBarton, it will be beneficial for both the state personnel and the company.
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why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Due to budgetary/monetary constraints, state personnel will be laid off and replaced by contractors under AlliedBarton Security Services.

Comments:

Wm R Burk

1/10/2017

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

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26339 Theresa Sahfer
57151 Cesar Rodriguez Solis
13098 Arthur Tucker
36743 Lawrence Watkins

MSO 2

35782 Nicolas Allred
35715 Robert Bordeaux
60062 Mathew Giltner

MSO 3

35706 Vaughn Amoroso
35984 Gary Baker

Authorization to Contract with a Former Employee

Former Employee Name: See Attached
Former Employee ID number: _____
Former Job Title: Military Security Officer 3 (2)
Former Employing Agency: Office of the Military
Former Class and Grade: 11.241 35
Employment Dates: _____
Contracting Agency: Allied Barton Security

Please check which of the following applies:

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

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

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why this would not violate NAC 284.750.	
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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.	Due to budgetary/monetary constraints, state personnel will be laid off and replaced by contractors under AlliedBarton Security Services.

Comments:

Wm R Bush

1/10/2017

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

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35782 Nicolas Allred
35715 Robert Bordeaux
60062 Mathew Giltner

MSO 3

35706 Vaughn Amoroso
35984 Gary Baker

LEASES SUMMARY

BOE #	LESSEE	LESSOR	AMOUNT
1.	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES	KHITANO GROUP, LLC	\$4,944,243
	Lease Description: This is a renewal which includes tenant improvements. Term of Lease: 05/01/2017 – 04/30/2027 Located in Henderson		
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITIES SERVICES – DESERT REGIONAL CENTER	MIG REAL ESTATE, LLC	\$0
	Lease Description: This amendment corrects Amendment #1 Rent Schedule 1.4 to read a start date of June 1, 2017 in lieu of April 1, 2017. Term of Lease: 01/01/2015 – 05-31-2020 Located in Henderson		
3.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	VENTURACCI PROPERTIES, LP	\$0
	Lease Description: This amendment changes the effective date from 11/01/2016 – 10/31/2020 to 01/01/2017 – 12/31/2021 Term of Lease: 01/01/2017 – 12/31/2021 Located in Fallon		
4.	DEPARTMENT OF HEALTH AND HUMAN SERVICES	HOLLY – CARSON II, LLC	\$8,709,397
	Lease Description: This is a lease renewal which includes tenant improvements and address maintenance issues. Term of Lease: 03/01/2017 – 02/28/2022 Located in Carson City		
5.	DEPARTMENT OF WILDLIFE	STORAGE PLUS, LLC	\$52,616
	Lease Description: This is a lease renewal to extent the existing lease. Term of Lease: 05/01/2017 – 04/30/2022 Located in Boulder City		
6.	DEPARTMENT OF WILDLIFE	STORAGE PLUS, LLC	\$64,316
	Lease Description: This is a lease renewal to extent the existing lease and increase parking and boat storage. Term of Lease: 05/01/2017 – 04/30/2022 Located in Boulder City		

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:	JMK
Reviewed by:	
Reviewed by:	

7/11
15/17

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Welfare and Supportive Services
 1470 College Parkway
 Carson City, Nevada 89706
 John Dekoekkoek phone: 775.684.0652 fax: 775.684.0681 email: jdekoekkoek@dwss.nv.gov

Remarks: This lease renewal includes multiple tenant requested improvements and is also moving it to a full service lease. Leasing services negotiated this lease to include these upgrades while keeping the cost below the comparable market rate.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Khitano Group, LLC.

3. Address of Landlord: 1960 Carla Ridge
 Beverly Hills, California 90210

4. Property contact: Parklane Properties, Inc.
 Joseph Golshan phone: 310.985.8288 fax: 424.777.8038 email: joseph@parklanepropertiesinc.com

5. Address of Lease property: 520 South Boulder Highway
 Henderson, Nevada 89015

a. Square Footage: Rentable
 Usable 19,025

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$39,381.75	12	\$472,581.00	May 1, 2017 - April 30, 2018	\$2.070
1%	\$39,775.57	12	\$477,306.84	May 1, 2018 - April 30, 2019	\$2.091
1%	\$40,173.32	12	\$482,079.84	May 1, 2019 - April 30, 2020	\$2.112
1%	\$40,575.06	12	\$486,900.72	May 1, 2020 - April 30, 2021	\$2.133
1%	\$40,980.81	12	\$491,769.72	May 1, 2021 - April 30, 2022	\$2.154
1%	\$41,390.62	12	\$496,687.44	May 1, 2022 - April 30, 2023	\$2.176
1%	\$41,804.52	12	\$501,654.24	May 1, 2023 - April 30, 2024	\$2.197
1%	\$42,222.57	12	\$506,670.84	May 1, 2024 - April 30, 2025	\$2.219
1%	\$42,644.79	12	\$511,737.48	May 1, 2025 - April 30, 2026	\$2.242
1%	\$43,071.24	12	\$516,854.88	May 1, 2026 - April 30, 2027	\$2.264

c. Total Lease Consideration: 120 \$4,944,243.00

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: Ten years

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

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$2.05 - \$2.60 Las Vegas / Henderson Area

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

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

RECEIVED

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

DEC 27 2016

GOVERNOR - FINANCE OFFICE
 BUDGET DIVISION

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 Base Budget - this is a renewal of an existing lease.

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

[Signature] 12/20/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19981072868</u>	Exp:	<u>12/31/2016</u>	119
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	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>T81038054</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] 12/23/16
Authorized Signature Date
Public Works Division

s/
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: UCA	12/30/16
Reviewed by:	
Reviewed by:	

7/14
11/5/17

**STATEWIDE LEASE INFORMATION
SECOND AMENDMENT**

1. Agency: Department of Health & Human Services, Aging & Disabilities Services Division
1391 South Jones Boulevard
Las Vegas, Nevada 89146
Darrel Hansen 702.486.6333 fax 702.486.6368 dlhansen@drc.nv.gov

Remarks: This full service lease includes 5 months of abated rent and saving the agency \$57,642.36 or 15.08% over the term of the lease. This relocation was negotiated to accommodate DRC, due to prior premises being sold and new owner elected not to renew the lease.

Exceptions/Special notes: This lease amendment clarifies the starting date of rent as June 1, 2017 (as opposed to April 1, 2017) per section 1.4 of the First Amendment.

2. Name of Landlord (Lessor): 9005-9089 South Pecos Road, LLC

3. Address of Landlord: c/o MIG Real Estate LLC
660 Newport Center Drive, Suite 1300
Newport Beach, California 92660
Scott Hamilton 949-474-5800 shamilton@migref.com

4. Property contact: Colliers Realty
Jessie Noche, Assistant Property Manager
702.836.3752 fax: 702.940.4106 jessie.noche@colliers.com

5. Address of Lease property: 9005-9089 South Pecos Road
Henderson, Nevada 89074

a. Square Footage: Rentable
 Usable 4,467

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$0.00	5	\$0.00	January 1, 2015 - May 31, 2015	\$0.00
	\$8,040.60	12	\$96,487.20	June 1, 2015 - May 31, 2016	\$1.80
0%	\$8,040.60	12	\$96,487.20	June 1, 2016 - May 31, 2017	\$1.80
3%	\$8,263.95	12	\$99,167.40	June 1, 2017 - May 31, 2018	\$1.85
0%	\$8,263.95	12	\$99,167.40	June 1, 2018 - May 31, 2019	\$1.85
3%	\$8,531.97	12	\$102,383.64	June 1, 2019 - May 31, 2020	\$1.91

c. Total Lease Consideration: 65 \$493,692.84

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

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

f. Term:

g. Pass-thrus/CAM/Taxes Landlord Tenant

h. Utilities: Landlord Tenant

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

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

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

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

m. Lease will be paid for by Agency Budget Account Number: 3279

6. Purpose of the lease: To house the Desert Regional Center

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated moving expenses: \$2,000.00 Furnishings: \$22,000.00 Data/Phones: \$6,000.00

RECEIVED
DEC 14 2016

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

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

Yes No Dec Unit _____

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

Jamie Stua... 12/12/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20141011754</u>	Exp:	<u>1/31/2015</u>	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	<u>T27035980</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] 12-14-16
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: LLCA	1/5/17
Reviewed by:	
Reviewed by:	

7/11
11/5/17

STATEWIDE LEASE INFORMATION

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IAN 03 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

1. Agency: Department of Health and Human Services
Division of Public and Behavioral Health, Rural Clinics
4150 Technology Way
Carson City, Nevada 89706
Debbie Ohl
775.684.5915 Fax: 775.684.4211 dlohl@health.nv.gov

Remarks: This lease was negotiated to relocate Rural Clinics to better accommodate the needs of the agency for client privacy.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Venturacci Properties, LP

3. Address of Landlord: 890 East Patriot Boulevard, Suite E
Reno, Nevada 89511

4. Property contact: Wallace Realty Corporation
525 West Williams Avenue
Fallon, Nevada 89406
Michelle Wallace
775.423.2131 michelle.wallace@wallacecorp.com

5. Address of Lease property: 137, 139, 141 Keddie Street
Fallon, Nevada 89406

a. Square Footage: Rentable Usable 3,400

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$4,590.00	12	\$55,080.00	January 1, 2017 - December 31, 2017	\$1.35
0% \$4,590.00	12	\$55,080.00	January 1, 2018 - December 31, 2018	\$1.35
0% \$4,590.00	12	\$55,080.00	January 1, 2019 - December 31, 2019	\$1.35
0% \$4,590.00	12	\$55,080.00	January 1, 2020 - December 31, 2020	\$1.35
0% \$4,590.00	12	\$55,080.00	January 1, 2021 - December 31, 2021	\$1.35

Increase %

c. Total Lease Consideration: 60 \$275,400.00

d. Option to renew: Yes No 30 Renewal terms: Two (2), Two (2) Year Options

e. Holdover notice: # of Days required 90 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: 3648

6. Purpose of the lease: To house Division of Public & Behavioral Health Rural Clinics

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: \$2,500.00 Furnishings: \$0.00 Data/Phones: \$3,000.00

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

Christina Barber 8/18/16
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20031223980</u>	Exp:	<u>8/31/2016</u>	8
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 checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
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>T81104771</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] 8.24.16
Authorized Signature Date
Public Works Division

[Signature]
For Board of Examiners YES NO



For Budget Division Use Only
 Reviewed by: 715 1/24/17
 Reviewed by:
 Reviewed by:

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 4126 / 4150 Technology Way
 Carson City, Nevada 89706
 Rick Morse
 775.684.5932 Fax: 775.684.4211 rmorse@health.nv.gov

Remarks: This lease renewal was negotiated to include tenant improvements and address maintenance issues at below current market rates.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Holly-Carson II, LLC

3. Address of Landlord: c/o Sperry Van Ness
 311 North Up Carson Street
 Carson City, Nevada 89701

4. Property contact: Dan Shaheen
 775.883.0700 x102 Fax: 775.720.0075 dan.shaheen@svn.com

5. Address of Lease property: 4126 / 4150 Technology Way
 Carson City, Nevada 89706

a. Square Footage: Rentable
 Usable 98,746

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$139,231.86	12	\$1,670,782.32	March 1,2017 - February 28, 2018	\$1.41
0%	\$139,231.86	12	\$1,670,782.32	March 1,2018 - February 28, 2019	\$1.41
4%	\$144,169.16	12	\$1,730,029.92	March 1,2019 - February 29, 2020	\$1.46
3%	\$149,106.46	12	\$1,789,277.52	March 1,2020 - February 28, 2021	\$1.51
3%	\$154,043.76	12	\$1,848,525.12	March 1,2021 - February 28, 2022	\$1.56

c. Total Lease Consideration: 60 \$8,709,397.20

d. Option to renew: Yes No 30 Renewal terms: One Identical Term

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

f. Term: Five (5) Years

g. Pass-thrus/CAM/Taxes Landlord Tenant

h. Utilities: Landlord Tenant

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

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

k. Comparable Market Rate: \$1.68 - \$2.03 Carson City Area

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

m. Lease will be paid for by Agency Budget Account Number: 3150

6. Purpose of the lease: To house the Department of Health and Human 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


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 JAN 24 2017
 GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

STATEWIDE LEASE INFORMATION

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

Yes No Dec Unit _____

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


Authorized Agency Signature _____ Date 1/20/17

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20141106661</u>	Exp:	<u>2/28/2017</u>	350
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	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>T27034447</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 1-24-17
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>Curtis P</i>	<i>1/11/17</i>
Reviewed by: <i>CM</i>	<i>1/11/17</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Wildlife
6980 Sierra Center Parkway, Suite 120
Reno, Nevada 89511
Contact: Bob Haughian
Phone: 775.688.1580 fax: 775.688.1509 email: bhaughian@ndow.org

Remarks: This lease renewal was negotiated to extend the existing lease.

Exceptions/Special notes: **RECEIVED**

2. Name of Landlord (Lessor): Storage Plus, LLC

3. Address of Landlord: PO Box 2170
Fallbrook, Ca 92088

4. Property contact: Sarah Springston
Phone: 619.997.0996 fax: 760.726.2744 email: sespring@mac.com

5. Address of Lease property: 1557 Foothill Drive, Unit A109
Boulder City, Nevada 89005

a. Square Footage: Rentable
 Usable 1,000

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$859.56	12	\$10,314.72	May 1, 2017 - April 30, 2018	\$0.86
1%	\$868.16	12	\$10,417.92	May 1, 2018 - April 30, 2019	\$0.87
1%	\$876.84	12	\$10,522.08	May 1, 2019 - April 30, 2020	\$0.88
1%	\$885.61	12	\$10,627.32	May 1, 2020 - April 30, 2021	\$0.89
1%	\$894.47	12	\$10,733.64	May 1, 2021 - April 30, 2022	\$0.89

c. Total Lease Consideration: 60 \$52,615.68

d. Option to renew: Yes No 30 Renewal terms: One identical term

e. Holdover notice: # of Days required 90 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: 4463

6. Purpose of the lease: To house the Department of Wildlife

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

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

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 1/10/17
Reviewed by:	<i>[Signature]</i> 1/11/17
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

1. Agency: Department of Wildlife
6980 Sierra Center Parkway, Suite 120
Reno, Nevada 89511
Contact: Bob Haughian
Phone: 775.688.1580 fax: 775.688.1509 email: bhaughian@ndow.org

Remarks: This lease renewal was negotiated to extend the existing lease with an increase for parking and boat storage only, which has not had an increase in the last five years.

Exceptions/Special notes: **RECEIVED**

2. Name of Landlord (Lessor): Storage Plus, LLC

3. Address of Landlord: PO Box 2170
Fallbrook, Ca 92088

4. Property contact: Sarah Springston
Phone: 619.997.0996 fax: 760.726.2744 email: sespring@mac.com

5. Address of Lease property: 1557 Foothill Drive, Unit A110
Boulder City, Nevada 89005

a. Square Footage: Rentable Usable 1,000

b. Cost:	Cost for office space per month	Cost for parking per month	Cost for boat storage per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 859.56	\$110.00	\$ 85.00	12	\$12,654.72	May 1, 2017 - April 30, 2018	\$0.86
1%	\$ 868.16	\$110.00	\$ 85.00	12	\$12,757.92	May 1, 2018 - April 30, 2019	\$0.87
1%	\$ 876.84	\$110.00	\$ 85.00	12	\$12,862.08	May 1, 2019 - April 30, 2020	\$0.88
1%	\$ 885.61	\$110.00	\$ 85.00	12	\$12,967.32	May 1, 2020 - April 30, 2021	\$0.89
1%	\$ 894.47	\$110.00	\$ 85.00	12	\$13,073.64	May 1, 2021 - April 30, 2022	\$0.89

c. Total Lease Consideration: 60 \$64,315.68

d. Option to renew: Yes No 30 Renewal terms: One identical term

e. Holdover notice: # of Days required 90 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: 4465

6. Purpose of the lease: To house the Department of Wildlife

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

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

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 11111

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

[Signature] _____
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20001052498</u>	Exp:	<u>5/31/2017</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			8
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
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>T80993983</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] _____
Authorized Signature Date
Public Works Division

For Board of Examiners YES NO

CONTRACTS SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	PENSION CONSULTING ALLIANCE	OTHER: TRANSFER FROM TREASURER	\$83,563	
	Contract Description:	This is the first amendment to the original contract which provides investment consulting services for the College Savings Plans and the Prepaid Tuition Trust Fund. This amendment increases the maximum amount from \$1,020,000 to \$1,103,563 due to an increase in the annual rate from \$205,000 per year to \$241,250 per year for the life of the contract. This contract is a tri-party agreement with Pension Consulting Alliance and AKF Consulting Group.				
		Term of Contract:	11/12/2014 - 12/31/2018	Contract # 16116		
2.	082	DEPARTMENT OF ADMINISTRATION - SPWD - BUILDINGS AND GROUNDS	CHEM-AQUA, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME	\$10,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing monthly chemical water treatment for HVAC equipment in various state-owned buildings in Southern Nevada. This amendment increases the maximum amount from \$49,750 to \$59,750 due to an increased need for services.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16899		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	AINSWORTH ASSOCIATES	BONDS 92% OTHER: RE-ALLOCATED BOND AUTHORITY TRANSFERRED FROM TREASURER. 8%	\$50,400	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional advanced planning architectural/engineering services for the replacement of the existing hot water and steam boilers, domestic hot water heaters and the associated pumping and piping systems at the Northern Nevada Correctional Center in Carson City: CIP Project No. 15-P01; SPWD Contract No. 109829. This amendment increases the maximum amount from \$429,700 to \$480,100 to provide mechanical and electrical design services for two additional hot water boilers and primary pumps.				
		Term of Contract:	12/08/2015 - 06/30/2019	Contract # 17232		
4.	082	DEPARTMENT OF ADMINISTRATION ADMIN - STATE PUBLIC WORKS DIVISION ALL BUDGET ACCOUNTS	PAUL CAVIN ARCHITECT, LLC	OTHER: AGENCY FUNDED CIP	\$111,200	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the advance planning of the Artifact Storage Facility Expansion CIP at the Indian Hills Curatorial Center in Carson City: CIP Project No. 17-A010; SPWD Contract No. 110822.				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 18371		
5.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - COMPUTER FACILITY	INTERNATIONAL BUSINESS MACHINES CORP. DBA IBM CORPORATION	FEE: USER	\$91,036	Sole Source
	Contract Description:	This is a new master lease agreement to provide IBM Mainframe Storage Equipment required to upgrade/replace existing storage that cannot perform parallel access volumes or encryption of data at rest. This operating lease is for the installation of a disk subsystem capacity upgrade to the IBM DS8870 equipment located at the Carson City Facility.				
		Term of Contract:	Upon Approval - 08/31/2017	Contract # 18409		
6.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	CRAIG M. JORGENSEN, M.D., LTD ADVANCED URGENT/NIGHTLIGHT PED	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$105,000	Professional Service
	Contract Description:	This is a new contract that continues to provide a medical director and medical management services.				
		Term of Contract:	01/01/2017 - 12/31/2020	Contract # 18353		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	KAN-DI-KI, LLC DBA DIAGNOSTIC LABORATORIES AND RADIOLOGY	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$110,000	
		Contract Description: This is a new contract to provide mobile x-ray and ultrasound services.		Term of Contract: 02/01/2017 - 01/31/2021	Contract # 18352	
8.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	MATTHEW D. MCGAURAN, PA	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$48,000	
		Contract Description: This is the first amendment to the original contract which provides Physician Assistant services to residents. This amendment extends the termination date from March 31, 2017 to May 31, 2019 and increases the maximum amount from \$48,000 to \$96,000 due to the continued need for these services.		Term of Contract: 06/01/2015 - 05/31/2019	Contract # 16730	
9.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	MORRISON MANAGEMENT SPECIALISTS, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$2,700,000	
		Contract Description: This is a new contract to provide food/dietary services.		Term of Contract: 12/02/2016 - 12/02/2018	Contract # 18214	
10.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	TURNING POINT, INC.	FEDERAL	\$79,630	
		Contract Description: This is the first amendment to the original contract to provide technical assistance and guide the development of an implementation plan for the Birth through Third grade or B-3 model, conduct a pilot study of the model in high-needs areas across the state and develop and implement a professional learning series. This amendment increases the maximum amount from \$819,566 to \$899,196 to conduct more group meetings.		Term of Contract: 10/11/2016 - 06/30/2019	Contract # 18067	
11.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	LIFE TRACK SERVICES, INC.	FEDERAL	\$98,000	
		Contract Description: This is the third amendment to the original contract to collect Indicator 14 data in order to utilize the data in the State Performance Plan/Annual Performance Reports as well as improve postsecondary outcomes for students with disabilities. The contractor will conduct two mailings to students with Individual Education Plans that exited/graduated during the previous school year, one for general public relations and one student specific, and call students that did not complete the online survey to conduct a phone survey. This amendment extends the termination date from March 31, 2017 to March 31, 2019 and increases the maximum amount from \$151,000 to \$249,000 due to the continued need for these services.		Term of Contract: 03/12/2013 - 03/31/2019	Contract # 14045	
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CARSON CITY REGIONAL TRANSPORTATION COMMISSION	OTHER: INTER GOVERNMENTAL TRANSFER	\$50,519	Exempt
		Contract Description: This is a new revenue inter-local agreement to receive funds to support paratransit services for Medicaid eligible recipients per the Nevada Medicaid State Plan.		Term of Contract: 07/01/2016 - 06/30/2020	Contract # 17958	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	HUMBOLDT COUNTY SCHOOL DISTRICT	OTHER: INTER GOVERNMENTAL TRANSFER	\$400,000	Exempt
		Contract Description: This is a new revenue agreement to provide receipt of the non-federal share for school based Medicaid services, medical screening and diagnostic services for children who are Nevada Medicaid/Check Up eligible.	Term of Contract: Upon Approval - 02/28/2021	Contract # 18330		
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	HEALTH SERVICES ADVISORY GROUP, INC.	GENERAL 50% FEDERAL 50%	\$874,376	
		Contract Description: This is the sixth amendment to the original contract which provides external quality review of compliance with contractual service terms of the Managed Care Program, including an assessment of the quality outcomes, timeliness and access to service for which the contractors are obligated. This amendment extends the termination date from June 30, 2017 to June 30, 2018, increases the maximum amount from \$3,828,119.85 to \$4,702,495.85 due to the continued need for these services and updates the Scope of Work to include Prepaid Ambulatory Health Plan external quality review activities.	Term of Contract: 07/01/2009 - 06/30/2018	Contract # CONV7132		
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - CHECK UP PROGRAM	BOYS AND GIRLS CLUB OF WESTERN NEVADA	GENERAL 1.7% FEDERAL 98.3%	\$1,063,230	Exempt
		Contract Description: This is a new contract to provide an afterschool preventative services program that meets the requirements of Nevada's State Plan Amendment 16 015, State Children's Health Insurance Program Section 2.2 Resources for the Early Advancement of Child Health. This program will be provided to children and youth that are at high risk of developing future behavioral health issues.	Term of Contract: Upon Approval - 06/30/2019	Contract # 18333		
16.	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, LAS VEGAS	GENERAL 14% OTHER: UNIVERSITY MATCH 11% FEDERAL 75%	\$5,680,000	Exempt
		Contract Description: This is a new inter-local 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 # 18215		
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	APPLE GROVE TREATMENT CENTER, LLC	FEDERAL	\$225,530	
		Contract Description: This is a new contract to create a Day Treatment Program in southern Nevada as part of the federal System of Care Expansion grant.	Term of Contract: 02/15/2017 - 02/28/2018	Contract # 18375		

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 - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	FORESIDE ENTERPRISES, LLC DBA BALDACCI CONSULTING GROUP	GENERAL 51% OTHER: RENTAL INCOME 11.1% FEDERAL 37.9%	\$66,750	
		Contract Description: This is a new contract to provide consultation services to maximize the federal revenue for children's mental health services. Term of Contract: Upon Approval - 06/30/2018 Contract # 18228				
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	PRECISION ELECTRIC, INC.	GENERAL 23% OTHER: 39% FEDERAL 38%	\$16,000	
		Contract Description: This is the first amendment to the original contract which provides ongoing electrical inspection, repair and maintenance services. This amendment increases the maximum amount from \$36,800 to \$52,800 due to the increased need for these services. Term of Contract: 06/11/2013 - 06/30/2017 Contract # 14379				
20.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	MCGINLEY & ASSOCIATES, INC.	FEDERAL	\$12,400	
		Contract Description: This is the fourth amendment to the original contract which performs an environmental soil and groundwater sampling to verify the presence of contamination at the Nevada Army National Guard Army Aviation Support Facility in Reno, Nevada. This amendment extends the termination date from June 30, 2017 to March 31, 2018, and increases the contract maximum amount from \$43,783.24 to \$56,183.24 for four additional groundwater samplings, an annual report to summarize findings, and for the preparation of the No Further Action report as requested by the Nevada Division of Environmental Protection. Term of Contract: 08/13/2014 - 03/31/2018 Contract # 15986				
21.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	CHARDONNAY DIALYSIS, INC.	GENERAL	\$1,221,660	
		Contract Description: This is the first amendment to the original contract which continues ongoing hemodialysis treatments for inmates incarcerated at the Northern Nevada Correctional Center. This amendment will increase the maximum amount from \$1,809,600 to \$3,031,260 and will add services for Florence McClure Women's Correctional Center. Term of Contract: 07/01/2014 - 06/30/2018 Contract # 15330				
22.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	CLARK COUNTY SCHOOL DISTRICT	FEDERAL	\$197,058	
		Contract Description: This is a new inter-local agreement to provide classes to youthful offenders incarcerated at High Desert State Prison to obtain their High School Equivalency or a High School Diploma who lack fundamental job skills to secure sustainable employment upon release from incarceration. Term of Contract: 07/01/2016 - 06/30/2017 Contract # 18382				
23.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	PERSHING COUNTY SCHOOL DISTRICT	FEDERAL	\$53,663	
		Contract Description: This is a new inter-local agreement to provide classes to youthful offenders incarcerated at Lovelock Correctional Center to obtain their High School Equivalency or a High School Diploma who lack fundamental job skills to secure sustainable employment upon release from incarceration. Term of Contract: 07/01/2016 - 06/30/2017 Contract # 18380				
24.	611	GAMING CONTROL BOARD	CIBER INC.	GENERAL	\$739,474	
		Contract Description: This is the third amendment to the original contract which continues ongoing assistance in developing custom applications to replace the Gaming Control Board's current Digital Equipment Corp/Virtual Memory System which is a Common Business Oriented Language system. This amendment increases the maximum amount from \$5,300,061 to \$6,039,535. Term of Contract: 03/11/2014 - 03/31/2018 Contract # 15317				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	611	GAMING CONTROL BOARD - INVESTIGATION FUND	FTI CONSULTING (HONG KONG) LIMITED	OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID)	\$100,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which continues ongoing investigative services of Nevada gaming applicants based in foreign countries. The investigative services include record checks, asset searches and legal records searches. This amendment increases the maximum amount from \$100,000 to \$200,000 due to the continued need for these services.				
		Term of Contract:	09/09/2014 - 06/30/2018	Contract # 15983		
26.	702	DEPARTMENT OF WILDLIFE - ALL BUDGET ACCOUNTS	NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - DIVISION OF FORESTRY	FEE: SPORTSMEN 25% FEDERAL 75%	\$250,000	
	Contract Description:	This is the first amendment to the original inter-local agreement for prescribed burns and other services in an effort to preserve and maintain habitat and enhance conservation efforts. This amendment increases the maximum amount from \$250,000 to \$500,000 due to the continued need for these services.				
		Term of Contract:	03/13/2015 - 03/31/2019	Contract # 16494		
27.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-NON-EXEC	US GEOLOGICAL SURVEY	OTHER: \$320,000 PASS-THROUGH, B/A 4157; \$130,000 - FEDERAL	(\$50,000)	
	Contract Description:	This is the first amendment to the original joint funding agreement to characterize hydraulic connectivity and bulk hydraulic properties of carbonate-rock and basin-fill aquifers in the vicinity of and down gradient from the Long Canyon Mine Project in Goshute Valley. This amendment decreases the maximum amount from \$500,000 to \$450,000 due to reprioritization of U.S. Geological Survey Cooperative Water Program funds.				
		Term of Contract:	05/10/2016 - 09/30/2018	Contract # 17614		
28.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	CITY OF RENO PUBLIC WORKS FLEET MANAGEMENT	FEDERAL	\$155,000	Exempt
	Contract Description:	This is a new inter-local agreement to provide funding to the City of Reno Public Works Fleet Management for the replacement of two vehicles. As part of the State Clean Diesel Grant Program, the division will provide pass-through funding of twenty-five percent of the purchase price of the replacement vehicles to assist in the purchases, with the City of Reno providing the remaining cost of the new vehicles.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 18356		
29.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	FEE: 66.7% FEDERAL 33.3%	\$40,000	
	Contract Description:	This is the third amendment to the inter-local agreement to develop, implement and monitor a Wood Stove Change-Out Program. It is expected that removal and replacement of old non-EPA compliant wood burning stoves with EPA-compliant and certified biofuel stoves will effectively reduce unnecessary emissions of fine particles into the air and result in improved air quality for the region. This amendment increases the maximum amount from \$299,000 to \$339,000 and extends the termination date from September 30, 2017 to September 30, 2018 to allow for more stove replacements.				
		Term of Contract:	09/10/2013 - 09/30/2018	Contract # 14805		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	SIERRA NEVADA JOURNEYS	FEDERAL	\$70,000	
	Contract Description:	This is a new contract to provide engaging watershed education programs to students and educators in Northern Nevada which will increase students sense of stewardship and help reduce non-point source pollution.				
		Term of Contract:	Upon Approval - 12/31/2017	Contract # 18355		
31.	810	DEPARTMENT OF MOTOR VEHICLES - SYSTEM MODERNIZATION	TECH MAHINDRA LIMITED	HIGHWAY	\$2,904,839	
	Contract Description:	This is the first amendment to the original contract to design and implement a new system to replace the existing and aging client server application. The modernization of the current system will provide better customer service, reduce transaction processing time, increase speed-to-market of NV DMV products and services, enhance security and reduce system backlog. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$74,775,407.85 to \$77,680,246.39 due to the final Bill of Materials for all purchased hardware/software.				
		Term of Contract:	04/10/2016 - 06/30/2022	Contract # 17601		
32.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ARROW VENDING	OTHER: REVENUE	\$165,000	
	Contract Description:	This is a new revenue contract that is ongoing and provides a full range of machine based vending services by blind vendors within state owned buildings and various other government owned buildings for unassigned routes in the Reno/Sparks area.				
		Term of Contract:	02/14/2017 - 02/13/2021	Contract # 18342		
33.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FIRST CLASS VENDING, INC.	OTHER: REVENUE	\$650,000	
	Contract Description:	This is a new revenue contract that is ongoing and provides a full range of machine based vending services by blind vendors within state owned buildings and various other government owned buildings for unassigned routes in the Las Vegas area.				
		Term of Contract:	02/14/2017 - 02/13/2021	Contract # 18341		
34.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	GEOGRAPHIC SOLUTIONS	FEDERAL	\$3,393,464	
	Contract Description:	This is a new contract to provide an automated reporting and management information system that includes the hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada workforce agency offices across the State of Nevada.				
		Term of Contract:	Upon Approval - 08/30/2021	Contract # 18376		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
35.	920	DEFERRED COMPENSATION COMMITTEE	SEGAL ADVISORS INC. DBA SEGAL ROGERCASEY	OTHER: VENDOR REIMBURSEMENTS	\$125,000	
	Contract Description:	This is the third amendment to the original contract which provides ongoing investment consulting services including quarterly investment performance reviews, capital market research, fund searches and recommendations, board member and staff education on economic and capital market environment, a compliance audit, plan administration assistance, and development and advice on plan provider requests for proposal. This amendment extends the termination date from March 31, 2017 to March 31, 2019 and increases the maximum amount from \$411,000 to \$536,000 due to the continued need for these services.				
	Term of Contract:	04/09/2013 - 03/31/2019	Contract # 14100			
36.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HEALTH PLAN OF NEVADA	OTHER: 74.08% STATE SUBSIDIES 25.92% PREMIUM INCOME	\$231,000,000	
	Contract Description:	This is a new contract that continues to provide HMO services in southern Nevada.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18362			
37.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HOMETOWN HEALTH PLAN, INC.	OTHER: 74.08% STATE SUBSIDIES 25.92% PREMIUM INCOME	\$347,000,000	
	Contract Description:	This is a new contract that continues to provide HMO services in northern Nevada.				
	Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18361			
38.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	STANDARD INSURANCE COMPANY	OTHER: 67% STATE SUBSIDY/ 33% PARTICIPANT CONTRIBUTIONS	\$15,237,505	
	Contract Description:	This is the first amendment to the original contract to provide group basic life insurance and long term disability insurance to eligible Public Employees Benefit Program participants. This amendment increases the maximum amount from \$30,957,000 to \$46,194,505 due to an increased need for these services.				
	Term of Contract:	07/01/2013 - 06/30/2018	Contract # 14276			
39.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION	HOPE FOR PRISONERS, INC.	OTHER: CAREER ENHANCEMENT PROGRAM	\$50,000	
	Contract Description:	This is a new contract to provide reentry training to qualifying felons in: culinary, facilities maintenance/operations, commercial driving licensure, and Occupational Safety and Health Administration training programs.				
	Term of Contract:	02/14/2017 - 09/01/2017	Contract # 18093			

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16116** Amendment Number: **1**
 Agency Name: **TREASURER - COLLEGE SAVINGS TRUST** Legal Entity Name: **Pension Consulting Alliance**
 Agency Code: **051** Address: **PENSION CONSULTING ALLIANCE**
 Appropriation Unit: **1092-04** City/State/Zip: **Portland, OR 97209**
 Is budget authority available?: **Yes** Contact/Phone: **Eric White 916-740-0017**
 If "No" please explain: **Not Applicable** Vendor No.: **T32003871**
 NV Business ID: **NV20151395290**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Transfer from Treasurer

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2014**
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2018**
 Contract term: **4 years and 50 days**

4. Type of contract: **Contract**
 Contract description: **Investment Consult**

5. Purpose of contract:
This is the first amendment to the original contract which provides investment consulting services for the College Savings Plans and the Prepaid Tuition Trust Fund. This amendment increases the maximum amount from \$1,020,000 to \$1,103,563 due to an increase in the annual rate from \$205,000 per year to \$241,250 per year for the life of the contract. This contract is a tri-party agreement with Pension Consulting Alliance and AKF Consulting Group.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,020,000.00	\$1,020,000.00	\$1,020,000.00	Yes - Action
2. Amount of current amendment (#1):	\$72,500.00	\$72,500.00	\$72,500.00	Yes - Action
3. New maximum contract amount:	\$1,092,500.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
Statutes designate the State Treasurer, as well as the Board of Trustees to be the administrator of the College Savings Plans of Nevada and the Prepaid Tuition Trust Fund. They specify the types of investments which may be purchased and the related constraints on how the Plan and Trust must be administered.

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

This work requires specialized knowledge in the management and monitoring of College Savings and Prepaid Trust 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):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected by the College Savings Board based on the RFP Evaluation Committee recommendations.

d. Last bid date: 07/01/2014 Anticipated re-bid date: 07/01/2018

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is the current consultant for the Nevada College Savings Plans.

- 13. Is the contractor currently involved in litigation with the State 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	thagan	01/24/2017 16:51:54 PM
Division Approval	thagan	01/24/2017 16:51:58 PM
Department Approval	thagan	01/24/2017 16:52:02 PM
Contract Manager Approval	yli00	01/25/2017 07:45:06 AM
Budget Analyst Approval	sbrown	01/25/2017 08:51:33 AM
BOE Agenda Approval	sbrown	01/25/2017 08:51:40 AM

Dan Schwartz
State Treasurer



STATE OF NEVADA
OFFICE OF THE STATE TREASURER

Date: January 20, 2017

To: Laura Freed, Executive Branch Budget Officer II
Governor's Finance Office, Budget Division

From: Tara Hagan, Chief Deputy Treasurer
State Treasurer's Office

RE: Amendment to Tri-Party Contact with Pension Consulting Alliance, LLC,
AKF Consulting Group, and the Office of the State Treasurer

CETS Number: 16116

The Office of the State Treasurer is amending a tri-party contract with Pension Consulting Alliance, LLC and AKF Consulting Group. Pension Consulting Alliance, LLC (PCA) and AKF Consulting (AKF) have made the decision to enter into a business relationship which includes submitting proposals for Internal Revenue code (IRC) 529 plan investment consulting RFPs across the country. This contract was the result of the bid submitted in response to the College Savings Board (CSB) RFP in 2014.

PCA exclusively provides investment oversight and monitoring for the IRC 529 plans which are the fiduciary responsibility of the CSB. PCA is a co-fiduciary and as such recommends as necessary any changes to the underlying investment options or structure of the 529 portfolios or glide-paths associated with such portfolios as part of its contractual investment monitoring and oversight responsibilities. AKF expertise is in IRC compliance and monitoring. AKF provides industry updates, including pending federal legislation concerns which affect college saving plans and provides special project, hourly work as designated by the Board or staff. The scope of work and estimated cost of each project is determined prior to any engagement with AKF.

If one contractor defaulted or breached its contractual responsibilities, it would have no effect on the other contractor.

CARSON CITY OFFICE
101 N. Carson Street, Suite 4
Carson City, Nevada 89701-4786
(775) 684-5600 Telephone
(775) 684-5623 Fax

STATE TREASURER PROGRAMS
Governor Guinn Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
College Savings Plans of Nevada
Nevada College Kick Start Program
Education Savings Account (ESA)

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 4600
Las Vegas, Nevada 89101-1074
(702) 486-2025 Telephone
(702) 486-3246 Fax

Website: NevadaTreasurer.gov

E-mail: StateTreasurer@NevadaTreasurer.gov

SECRETARY OF STATE



**CERTIFICATE OF REGISTRATION
OF
FOREIGN LIMITED LIABILITY COMPANY**

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am the legal custodian of the records pertaining to Limited Liability Companies, and that I am the proper officer to execute this certificate.

I further certify upon said records that **AKF CONSULTING LLC**, a Limited Liability Company organized under the laws of the State of Delaware did, on January 24, 2017 qualify pursuant to the provisions of the Nevada Revised Statutes and is currently registered to transact business in this State as a Limited Liability Company.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 24, 2017.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certified By: Sandy Edwards
Certificate Number: C20170124-1999
You may verify this certificate
online at <http://www.nvsos.gov/>

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16899** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **CHEM-AQUA INC.**

Agency Code: **082** Contractor Name: **CHEM-AQUA INC.**

Appropriation Unit: **1349-12** Address: **NCH CORPORATION**

Is budget authority available?: **Yes** City/State/Zip: **CHICAGO, IL 60673-1232**

If "No" please explain: **Not Applicable** Contact/Phone: **DAVE BURTON 972-438-0541**

Vendor No.: **T29023740**

NV Business ID: **NV19991172643**

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 %	X	Fees	100.00 %	Buildings & Grounds Building Rent Income Fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Water Treatment**

5. Purpose of contract:

This is the first amendment to the original contract which continues ongoing monthly chemical water treatment for HVAC equipment in various state owned buildings in Southern Nevada. This amendment increases the maximum amount from \$49,750 to \$59,750 due to an increased need for services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,750.00	\$49,750.00	\$49,750.00	Yes - Info
2. Amount of current amendment (#1):	\$10,000.00	\$10,000.00	\$59,750.00	Yes - Action
3. New maximum contract amount:	\$59,750.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need to maintain the HVAC systems to ensure peak performance and extend the operation of the HVAC system.

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

Buildings & Grounds does not have the 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?

Aqua Serv & Chemtex submitted bids for this contract and withdrew their bids.

d. Last bid date: 05/01/2015 Anticipated re-bid date: 05/01/2019

- 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:

DEPARTMENT OF TRANSPORTATION

- 13. Is the contractor currently involved in litigation with the State 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	12/15/2016 13:16:14 PM
Division Approval	csweeney	12/15/2016 13:16:17 PM
Department Approval	csweeney	12/15/2016 13:16:21 PM
Contract Manager Approval	ssands	12/15/2016 13:17:43 PM
Budget Analyst Approval	jrodrig9	01/06/2017 11:06:39 AM
BOE Agenda Approval	pnicks	01/10/2017 14:17:33 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: **17232** Amendment Number: **2**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **AINSWORTH ASSOCIATES**

Agency Code: **082** Contractor Name: **AINSWORTH ASSOCIATES**

Appropriation Unit: **1585-31** Address: **1420 HOLCOMB AVE. SUITE 201**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-8003**

If "No" please explain: **Not Applicable** Contact/Phone: **916-737-6014**

Vendor No.: **T27012245A**

NV Business ID: **NV19751005286**

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 %	<input checked="" type="checkbox"/> Bonds	92.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	8.00 % Re-allocated Bond Authority transferred from Treasurer.

Agency Reference #: **109829**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2015**

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 204 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the second amendment to the original contract, which provides professional advanced planning architectural/engineering services for the replacement of the existing hot water and steam boilers, domestic hot water heaters and the associated pumping and piping systems at the Northern Nevada Correctional Center in Carson City: CIP Project No. 15-P01; SPWD Contract No. 109829. This amendment increases the maximum amount from \$429,700 to \$480,100 to provide mechanical and electrical design services for two additional hot water boilers and primary pumps.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$360,000.00	\$360,000.00	\$360,000.00	Yes - Action
a. Amendment 1:	\$69,700.00	\$429,700.00	\$429,700.00	Yes - Action
2. Amount of current amendment (#2):	\$50,400.00	\$50,400.00	\$50,400.00	Yes - Action
3. New maximum contract amount:	\$480,100.00			

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: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/10/2017 16:05:56 PM
Division Approval	dgrimm	01/10/2017 16:06:02 PM
Department Approval	dgrimm	01/10/2017 16:06:18 PM
Contract Manager Approval	dgrimm	01/10/2017 16:06:29 PM
Budget Analyst Approval	jrodrig9	01/11/2017 09:54:39 AM
BOE Agenda Approval	pnicks	01/11/2017 10:35:17 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: **18371**

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: 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 101-2940, expenditure category 39.	Contact/Phone: 775-842-0261
	Vendor No.: T29033842
	NV Business ID: NV20131182382

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency funded CIP

Agency Reference #: 110822

2. Contract start date:

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

Anticipated BOE meeting date: 02/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the advance planning of the Artifact Storage Facility Expansion CIP at the Indian Hills Curatorial Center in Carson City: CIP Project No. 17-A010; SPWD Contract No. 110822.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$111,200.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP

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

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	dgrimm	01/10/2017 15:23:48 PM
Division Approval	dgrimm	01/10/2017 15:23:50 PM
Department Approval	dgrimm	01/10/2017 15:23:55 PM
Contract Manager Approval	dgrimm	01/10/2017 16:07:24 PM
Budget Analyst Approval	jrodrig9	01/11/2017 09:38:33 AM
BOE Agenda Approval	pnicks	01/11/2017 10:50:17 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: **18409**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: INTERNATIONAL BUSINESSS MCHNS
Agency Code: 180	Contractor Name: INTERNATIONAL BUSINESSS MCHNS
Appropriation Unit: 1385-27	Address: CORP DBA IBM CORPORATION
Is budget authority available?: Yes	PO BOX 534151 LOCKBOX 534151
If "No" please explain: Not Applicable	City/State/Zip: ATLANTA, GA 30353-4151
	Contact/Phone: Jelita Holmesly 714/270-3437
	Vendor No.: PUR0000395E
	NV Business ID: NV20031004664

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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

General Funds	0.00 %	X	Fees	100.00 % User Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **2338051**

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2017**

Contract term: **210 days**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Mainframe Storage**

5. Purpose of contract:

This is a new master lease agreement to provide IBM Mainframe Storage Equipment required to upgrade/replace existing storage that cannot perform parallel access volumes or encryption of data at rest. This operating lease is for the installation of a disk subsystem capacity upgrade to the IBM DS8870 equipment located at the Carson City Facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,035.77**

Payment for services will be made at the rate of \$13,005.11 per month, for 7 months

II. JUSTIFICATION

7. What conditions require that this work be done?

The current equipment will not fulfill the requirements of the IRS audit of Health and Human Services which requires that all data leaving the State IBM mainframe via Wide Area Network (WAN) or Local Area Network (LAN) be encrypted by October 1, 2013, a deadline established by Obama Healthcare for data at rest to be stored.

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 #: 170102
Approval Date: 01/25/2017

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

WSCA contract terms have been competitively bid and the operating lease terms are better than the contract WSCA prices, the competitive bid is not necessary.

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:

2013 to current, DOA - Enterprise IT Services, satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	01/25/2017 09:39:30 AM
Division Approval	amarangi	01/25/2017 09:39:32 AM
Department Approval	amarangi	01/25/2017 09:39:34 AM
Contract Manager Approval	amarangi	01/25/2017 09:39:37 AM
DoIT Approval	rkeith	01/25/2017 09:48:26 AM
Budget Analyst Approval	cmurph3	01/25/2017 11:07:00 AM
BOE Agenda Approval	cmurph3	02/01/2017 15:59:59 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Mosser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Heng
Administrator

Purchasing Use Only:
Approval#: 170102

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: ETS			
1a	Contact Name and Title	Phone Number	Email Address
	<i>Shannon Rahming, Chief Information Officer</i>	<i>775/684-5849</i>	<i>srahming@admin.nv.gov</i>
	<i>Tom Wolf, Chief IT Manager/Computing</i>	<i>775/684-4377</i>	<i>wolf@admin.nv.gov</i>
	<i>Alexa Marangi, Program Officer I</i>	<i>775/684-0241</i>	<i>aemarangi@admin.nv.gov</i>

Vendor Information:	
Identify Vendor:	<i>IBM Global Financing</i>
Contact Name:	<i>Jelita Holmesly / John Belanger</i>
Address:	<i>PO Box 534151, Lockbox 534151 Atlanta, GA 30353</i>
Telephone Number:	<i>(714) 270-3437 / (714)-815-8049</i>
Email Address:	<i>jelita@us.ibm.com / jrbelann@us.ibm.com</i>

1c Type of Waiver Requested – Check the appropriate type:	
Sole or Single Source:	<input checked="" type="checkbox"/>
Professional Service Exemption:	<input type="checkbox"/>

Contract Information:			
1d	Is this a new Contract?	Yes	<input checked="" type="checkbox"/> No
	Amendment:		
	CETS:	<i>TBD</i>	

1e Term:				
One (1) Time Purchase:	<input type="checkbox"/>			
Contract:	Start Date:	<i>March 2017</i>	End Date:	<i>August 2017</i>

1f Funding:	
State Appropriated:	<input checked="" type="checkbox"/>
Federal Funds:	<input type="checkbox"/>
Grant Funds:	<input type="checkbox"/>
Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>\$90,062.60 is the amount being funded; monthly lease payments x 7 mos = \$91,035.77 TOTAL</i>

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased: <i>This new Master Lease Agreement (MLA) includes order #6. The original MLA included Order #1 and Amendment #1 included orders #2, #3 and #4. Order #5 from IBM was for the DWSS Mainframe Upgrade that was purchased outright.</i></p>
	<p><i>Order #6 is an add-on of equipment housed under Order #1 (DS8870 system) that was leased on 9/29/2013 for 48 months. Order #6 is for a disk subsystem capacity upgrade with no services and co-terminus with Order #1. This lease terminates 8/2017.</i></p>

3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
	<p><i>This new MLA is to add the additional schedule of equipment detailed above that is being leased directly from the manufacturer under the new Master Lease Agreement (#067808063G) in place for the vendor at 0% financing.</i></p>

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
	<p><i>There is a statewide contract in place, but the contract does not provide for the option to lease equipment. The vendor has committed, under the Master Lease Agreement, to meet or beat WSCA prices that were previously bid.</i></p>

5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
	<p>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></p>
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>
	<p><i>Alternative equipment would not be compatible with the enterprise system in place. Our current mainframe is from IBM so our disaster recovery mainframe must also be from IBM.</i></p>

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</p>	Yes: <input type="checkbox"/>	X	No: <input type="checkbox"/>	<input type="checkbox"/>												
	<p>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></p>																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Term Start and End Dates</th> <th style="text-align: center;">Value</th> <th style="text-align: center;">Short Description</th> <th style="text-align: center;">Type of Procurement (RFP#, RFO#, Waiver #)</th> </tr> </thead> <tbody> <tr> <td>9/2014 3/2018</td> <td style="text-align: right;">\$605,747.84</td> <td>MLA #6403000 Amend #1</td> <td>Waiver #130806B</td> </tr> <tr> <td>8/2013 7/2017</td> <td style="text-align: right;">\$736,970.27</td> <td>MLA #6403000 w/ Order #1</td> <td>Waiver #130806</td> </tr> </tbody> </table>	Term Start and End Dates	Value	Short Description	Type of Procurement (RFP#, RFO#, Waiver #)	9/2014 3/2018	\$605,747.84	MLA #6403000 Amend #1	Waiver #130806B	8/2013 7/2017	\$736,970.27	MLA #6403000 w/ Order #1	Waiver #130806				
	Term Start and End Dates	Value	Short Description	Type of Procurement (RFP#, RFO#, Waiver #)													
9/2014 3/2018	\$605,747.84	MLA #6403000 Amend #1	Waiver #130806B														
8/2013 7/2017	\$736,970.27	MLA #6403000 w/ Order #1	Waiver #130806														

		\$		
		\$		
		\$		

7 **What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
These orders are critical for the continuity of service as well as the day to day operations of the enterprise and for disaster recovery.

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?**
When the Master Lease was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 2 of the instructions.</u>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i> <i>If the growth in mainframe or storage needs exceed the equipment's capabilities in the next 4 years, then yes, we will need to purchase or lease additional IBM equipment.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Alexa Marangi-Morango
Agency Representative Initiating Request

Alexa Marangi 1/24/17
Print Name of Agency Representative Initiating Request Date

Shannon S Rahming
Signature of Agency Head Authorizing Request

Shannon S Rahming 1/25/17
Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature] 1-25-2017
Administrator, Purchasing Division or Designee Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18353**

Agency Name:	DEPARTMENT OF VETERANS SERVICES	Legal Entity Name:	CRAIG M. JORGENSEN, M.D., LTD ADVANCED URGENT/NIGHTLIGHT PED
Agency Code:	240	Contractor Name:	CRAIG M. JORGENSEN, M.D., LTD ADVANCED URGENT/NIGHTLIGHT PED
Appropriation Unit:	2561-04	Address:	ADVANCED URGENT/NIGHTLIGHT PED 9975 S EASTERN STE 110
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89123
If "No" please explain:	Not Applicable	Contact/Phone:	702/361-2273
		Vendor No.:	T27004653B
		NV Business ID:	NV20001396722

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **Yes**

If "Yes", please explain

NAC 449.74513, which requires a facility for skilled nursing to employ a medical director.

3. Termination Date: **12/31/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Medical Director**

5. Purpose of contract:

This is a new contract that continues to provide a medical director and medical management services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$105,000.00**

Payment for services will be made at the rate of \$2,000.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.74513, which requires a facility for skilled nursing to employ a medical director.

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

No State employees or agencies are able to provide a medical director to this facility.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Experience and expertise with the needs of veterans and the operations of the Southern Nevada State Veterans Home.

d. Last bid date: Anticipated re-bid date: 10/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor currently provides medical director services to NDVS and NDVS is satisfied with the vendor's performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/04/2017 10:21:14 AM
Division Approval	agarland	01/04/2017 10:21:16 AM
Department Approval	agarland	01/04/2017 10:21:20 AM
Contract Manager Approval	jtheil1	01/04/2017 10:21:40 AM
Budget Analyst Approval	dreynol2	02/02/2017 08:21:26 AM
BOE Agenda Approval	pnicks	02/02/2017 08:22:14 AM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	161109

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	Nevada Department of Veterans Services	
	Contact Name and Title	Phone Number	Email Address
	Joseph Theille, MA II	775-825-9752	theillej@veterans.nv.gov
	Amy Garland, CFO	775-825-9750	garlanda@veterans.nv.gov

Vendor Information:	
Identify Vendor:	T27004653
Contact Name:	Craig M Jorgenson, M.D.
Address:	2269 Candlestick Ave., Henderson, NV 89052
Telephone Number:	702-361-2273
Email Address:	

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	X

Contract Information:				
1d	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#(Present contract #13958)		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	01/01/2017	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	65%
	Grant Funds:	
	Other (Explain):	35% Private/County

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$105,000

Provide a description of work/services to be performed or commodity/good to be purchased:

The Medical Director provides services and care to the residents and staff to the Nevada State Veterans Home in Boulder City, NV to include: Direct and coordinate medical care in the facility; Participate in review and recommendations of new policies and procedures and in review and revision of existing P&P's related to resident care to ensure adequate comprehensive services; Review pertinent incident/event reports and recommend corrective or preventive actions and identify hazards to health and safety; Recommend in-service training programs for staff as necessary to promote high quality of care; Make rounds on each of the three neighborhoods at least once a month with Director of Nursing Services and/or Neighborhood Manager, observing resident care and making recommendations for optimal operation of the facility. Intervene with attending physician when concerns are raised about his/her resident's care; Assist to arrange for continuous physician coverage to handle medical emergencies when the attending or covering physicians are not available; Intercede with staff physicians when requested by Medical Staff Coordinator to urge compliance with rules, regulations, policies and procedures of NSVH, federal government, and State of Nevada; Participate in/Chair Medical Advisory Committee and Quality Assurance Committee; Monitor physician performance related to privileges granted; Perform pre-employment physicals for new staff members and monitor employee health status; Review and analyze Quality Indicators for potential areas of concern; Perform random or planned drug regimen review to ensure that drugs are appropriately prescribed and necessary; Provide medical expertise for facility when necessary to respond to regulatory agency survey concerns; Assist in developing and strengthening community relations; and Participate in interactive ongoing regulatory awareness training with physicians on the medical staff.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

Dr. Jorgenson has substantial experience in long term care, dealing with geriatric patients, and expertise with the complex needs and care required in the treatment of the veteran population. Dr. Jorgenson has served as the NSVH Medical Director since October, 2004, replacing the original Medical Director who had given 30-days notice. The continuation of Dr. Jorgenson as Medical Director will provide for the continuation of quality of care over time for the NSVH residents. It will ensure there is no disruption in the process by which the veteran resident and his/her physician-led care team are cooperatively involved in ongoing health care management toward the shared goal of high quality, cost-effective medical care. This continuity of care is also imperative in the day to day operations with NDVH staff. Dr. Jorgenson has a matchless understanding of the operations and processes of the NSVH and of staff backgrounds and capabilities that has been developed over time. No other vendor can provide this continuity of care.

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

The NSVH in Boulder City is currently the only State of Nevada owned and operated skilled nursing facility; is not comparable to any other State facility; and has special needs and requirements that do not always align with the State procurement process and therefore necessitate distinctive consideration. Dr. Jorgenson has served as the NSVH Medical Director since October, 2004. The Medical Director for NSVH is a CMS required professional position uniquely involved and intertwined in the day to day treatment of the veteran residents and the development of staff. The only times a medical director is replaced in the skilled nursing facility industry is by termination, resignation or retirement. Medical Director Jorgenson has become intimately involved with the veteran residents and their day-to-day care.

5 **Were alternative services or commodities evaluated? Check One.** Yes: No: X

a. *If yes, what were they and why were they unacceptable? Please be specific with regard to*

features, characteristics, requirements, capabilities and compatibility.

b. *If not, why were alternatives not evaluated?*
Only two doctors responded to the solicitation. The Home decided to continue with the current Medical Director due to his experience with the Homes' resident population; experience as a Medical Director; knowledge of VA and CMS regulatory compliance; and his advanced knowledge of the special care and needs with respect to veterans.

Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.				Yes:	X	No:	
a. <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>							
Term		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver #)			
Start and End Dates							
02/12/13	12/31/16	\$105,000.00	<i>Medical Services to Veteran residents in the NSVH. (Medical Director) Vendor has performed adequately.</i>	<i>Solicitation</i>			
01/01/09	02/13/13	\$100,000.00	<i>Medical Services to Veteran residents in the NSVH. (Medical Director)</i>	<i>Solicitation</i>			
10/01/04	2008	\$70,000.00	<i>Information incomplete as was entered through old Purchasing System and created by initial CETS conversion process.</i>	<i>Agency completed Unknown due to E-AMT</i>			
		\$					
		\$					

7

What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?

The potential impact is substantial. Continuity of care is a bedrock principle of the patient-doctor relationship and is considered to be a fundamental attribute of high-quality medical care. Mounting evidence suggests that continuity of care for patients with chronic conditions prevents hospitalizations, reduces health care costs, and may prolong life in some populations. The Nevada state Veterans Home is the only veterans home in the State of Nevada and Dr. Jorgenson's knowledge of federal VA criteria is unique.

Because patients are most likely to have longitudinal relationships with their pediatricians, family physicians, and internists, taken together, these primary care doctors are integral to translating continuity into meaningful care coordination. The Medical Director has developed a continuity of care with the residents and staff spanning 12 years.

The loss of Dr. Jorgenson and replacement of this Medical Director would mean significant adjustment by residents and staff to a potential new Director, and could result in a decrease in resident medical care during a transition. Loss of 5 star rating; risk to the health and well-being of

the residents.

Guarantees loss of continuity of care.

Approval of this waiver request would directly align with Governor Sandoval's Nevada's Strategic Planning Framework 2016-2020 in the following areas:

4. HEALTH SERVICES

4.1 Promote health and wellness across all age groups.

4.2 Improve the quality and accessibility of primary medical services.

5. HUMAN SERVICES

5.3 Be the most veteran-friendly state in the nation.

8. STATE SUPPORT SERVICES

8.2 Improve the efficiency of operations and service delivery.

8.2.3 Streamline procurement of goods and services to increase buying power, save time, and reduce costs.

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?**

As of September 20, 2016, indeed.com lists the average salary for Medical Director for a long term care skilled nursing facility in Nevada at \$68,000 a year or \$272,000 for a four year contract. As an average that figure could be a little lower or a little higher and does not take into account the special skills and work associated with treatment related to the unique needs of the veteran population. Dr. Jorgenson continues to charge the same hourly rate and the projected cost of a four year contract is \$105,000. This is not an average but is based on hard numbers tracked over the length of the contract. At less than half the price of the average Medical Director salary, continuing the services of Dr. Jorgenson would guarantee the continuity of care that is imperative to the treatment of the residents and successful operation of the NSVH.

Dr. Jorgenson has accepted the same monthly rate for his entire tenure, and has not felt that an increase is warranted. His dedication, commitment and experience far exceed NSVH priced Medical Director services at the beginning of the contract, and is confident the current rate is in the best interest of the State and the services received are a value to the rate charged.

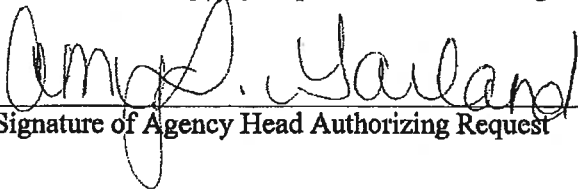
9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
<i>Our intent is to maintain the continuity of care provided by Medical Director Jorgenson. The health, well-being and care we provide to our veteran residents are our top priority. We are seeking a four-year contract to assure these critical services continue uninterrupted. We respectfully urge this waiver be granted as it is in the best interest of our veteran residents who deserve nothing less than the best care available. We are available to answer any questions and/or further clarify any area that is required. Thank you.</i>					

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


Agency Representative Initiating Request

Joseph Theile
Print Name of Agency Representative Initiating Request

10-11-2016
Date


Signature of Agency Head Authorizing Request

Amy Garland, Executive Officer
Print Name of Agency Head Authorizing Request

10-11-2016
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

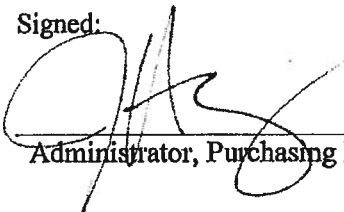
Print Name of Representative Providing Review

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

11-30-2016
Date

BRIAN SANDOVAL
Governor



Nevada State Veterans Home
100 Veterans Memorial Drive
Boulder City, Nevada 89005
(702) 332-6784 • Fax (702) 332-6762

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: December 29, 2016

SUBJECT: Request for Retroactive Approval – Craig M. Jorgenson, M.D.

The current contract expires 12/31/2016 and approval of this request will allow for the uninterrupted services of the Medical Director to the residents and staff of the Southern Nevada State Veterans Home. Approval of this request will also ensure NDVS is in compliance with NAC 449.74513, which requires a facility for skilled nursing to employ a medical director:

NAC 449.74513 Medical director. (NRS 449.0302)

1. A facility for skilled nursing shall employ a medical director who is licensed to practice medicine in this State.
2. The medical director shall:
 - (a) Carry out the policies of the facility related to the medical care of its patients; and
 - (b) Coordinate the medical care provided by the facility.

Obtaining the Solicitation Waiver required some additional time which resulted in our Agency missing the December 6, 2017 deadline for agencies to be added to the agenda for the February 2017 BOE meeting.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18352**

Agency Name: DEPARTMENT OF VETERANS SERVICES	Legal Entity Name: Kan-Di-Ki, LLC dba Diagnostic Laboratorites and Radiology
Agency Code: 240	Contractor Name: Kan-Di-Ki, LLC dba Diagnostic Laboratorites and Radiology
Appropriation Unit: 2561-04	Address: 2820 N. Ontario Street
Is budget authority available?: Yes	City/State/Zip: Burbank, CA 91504-2015
If "No" please explain: Not Applicable	Contact/Phone: Brian Tees, Senior Vice President/RGM 818/549-1880
	Vendor No.: T29026770
	NV Business ID: NV20101737828

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **Yes**

If "Yes", please explain

The RFP process took longer than anticipated and the February 2017 BOE was the next date available. The current contract expires 01/31/2017 and this will allow for the continuation of x-ray and ultrasound services to the residents of the SNSVH without disruption.

3. Termination Date: **01/31/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **X-Ray and Ultrasound**

5. Purpose of contract:

This is a new contract to provide mobile x-ray and ultrasound services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$110,000.00**

Other basis for payment: Total Contract or installments payable: monthly, not to exceed \$105,000.00. Payable upon satisfactory completion of service and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.74535(1)  A facility for skilled nursing shall provide radiological and other diagnostic services to meet the needs of the patients in the facility or contract with qualified outside sources to obtain such services.

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

No state employees are available to perform this 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):

Quest Diagnostics
KPS3
Locum Tenens

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2113, 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: 11/21/2021

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:

Contractor is the current provider of these types of services for NDVS and NDVS is satisfied with the performance of this vendor.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/05/2017 13:27:22 PM
Division Approval	agarland	01/05/2017 13:27:25 PM
Department Approval	agarland	01/05/2017 13:27:27 PM
Contract Manager Approval	jtheil1	01/05/2017 13:27:55 PM
Budget Analyst Approval	dreynol2	02/02/2017 08:19:50 AM
BOE Agenda Approval	pnicks	02/02/2017 08:22:30 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
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Northern Nevada
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P.O. Box 1919
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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: December 29, 2016

SUBJECT: Request for Retroactive Approval – Kan Di Ki, LLC d.b.a. Diagnostic Laboratories (CETS 18352)

The current contract expires 01/31/2017 and approval of this request will allow for the continuation of x-ray and ultrasound services to the residents of the Southern Nevada State Veterans Home without disruption. This request is for a total of 14 days of service.

The RFP process took a little longer than anticipated in conjunction with some unanticipated questions regarding insurance coverage and the holidays prevented all parties from completing the RFP and Contract process by the December 6, 2017 deadline for agencies to be added to the agenda for the January 2017 BOE meeting.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16730** Amendment Number: **1**
 Agency Name: **OFFICE OF VETERANS SERVICES** Legal Entity Name: **Matthew D. McGauran, PA**
 Agency Code: **240** Contractor Name: **Matthew D. McGauran, PA**
 Appropriation Unit: **2561-04** Address: **9975 S. Eastern, #110**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89123**
 If "No" please explain: **Not Applicable** Contact/Phone: **Matthew McGauran 702-326-9391**
 Vendor No.:
 NV Business ID: **NV20051590615**

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 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2015**
 Anticipated BOE meeting date **03/2017**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2017**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **Physician Assistant**

5. Purpose of contract:
This is the first amendment to the original contract which provides Physician Assistant services to residents. This amendment extends the termination date from May 31, 2017 to May 31, 2019 and increases the maximum amount from \$48,000 to \$96,000 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:	\$48,000.00	\$48,000.00	\$48,000.00	Yes - Info
2. Amount of current amendment (#1):	\$48,000.00	\$48,000.00	\$96,000.00	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$96,000.00 05/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?
NAC 449.74521(1) A facility for skilled nursing shall employ full time, part time, or as consultants such health care professionals as are necessary to provide adequate care for each patient in the facility and to carry out the provisions of NAC 449.774 to NAC 449.74549, inclusive.

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

There are no State employees - Physicians assistants - who applied for this position.

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):

Craig Jorgenson - Las Vegas
Matthew McGauran - Las Vegas
Robert Lynn -North Las Vegas

b. Solicitation Waiver: **Not Applicable**

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

Vendor has worked with facility Medical Director and has provided service at various times to the facility. Knowledge of the facility, staff, and residents.

d. Last bid date: 04/30/2015 Anticipated re-bid date: 04/30/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor currently providing satisfactory service for NDVS.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/14/2017 20:29:34 PM
Division Approval	agarland	01/14/2017 20:29:39 PM
Department Approval	agarland	01/14/2017 20:29:46 PM
Contract Manager Approval	jtheil1	01/15/2017 09:03:38 AM
Budget Analyst Approval	dreynd2	01/24/2017 09:18:56 AM
BOE Agenda Approval	nhovden	01/24/2017 09:46:15 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18214**

Agency Name: DEPARTMENT OF VETERANS SERVICES	Legal Entity Name: Morrison Management Specialists, Inc.
Agency Code: 240	Contractor Name: Morrison Management Specialists, Inc.
Appropriation Unit: 2561-08	Address: 400 Northridge Road, Suite 600
Is budget authority available?: Yes	City/State/Zip: Sandy Springs, GA 30350
If "No" please explain: Not Applicable	Contact/Phone: Shawn Leary, Regional Vice President 949-922-7009
	Vendor No.: PUR0002019
	NV Business ID: NV20011302439

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/02/2016**

Anticipated BOE meeting date 12/2016

Retroactive? **Yes**

If "Yes", please explain

RFP negotiations took longer than anticipated and we were unable to bring this contract before the November 2016 BOE. NDVS is required to provide food service to the residents of the Nevada State Veterans Home (NSVH) and the current contract, with the same vendor, is valid through December 1, 2016 (CETS: 13833). Approval of this request will allow the NDVS to remain in compliance and the veterans of the NSVH to continue to receive their daily meals without interruption.

3. Termination Date: **12/02/2018**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Food/Dietary Service**

5. Purpose of contract:

This is a new contract to provide food/dietary services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,700,000.00**

Other basis for payment: Vendor to submit monthly billings for services provided during previous month. 2 year contract with option to renew for 2 additional years

II. JUSTIFICATION

7. What conditions require that this work be done?

NDVS is required to provide food/dietary services for the residents of NSVH.

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 staffing capacity, technical expertise or resources to fulfill this fulltime requirement.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Healthcare Serices Group
Morrison Managment Specialists, Inc.
A�Viands

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3257 and in accordance with NRS 333, the selected vendor was the highest scored proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 06/08/2016 Anticipated re-bid date: 06/08/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor is the currently providing these services for NSVH. All services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	10/19/2016 15:25:51 PM
Division Approval	agarland	10/19/2016 15:25:58 PM
Department Approval	agarland	10/19/2016 15:26:07 PM
Contract Manager Approval	jtheil1	10/19/2016 15:33:13 PM
Budget Analyst Approval	laaron	01/04/2017 14:05:17 PM
BOE Agenda Approval	nhovden	01/24/2017 09:40:00 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 2
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: October 18, 2016
SUBJECT: Request for Retroactive Approval – Morrison Management Specialists, Inc.
Contract (CETS: 18214)

RECEIVED

NOV 01 2016

**GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION**

The Department of Veterans Services (NDVS) respectfully requests the above referenced contract be made retroactive to December 2, 2016. The RFP negotiations took longer than anticipated and we were unable to bring this contract before the November 2016 BOE. NDVS is required to provide food service to the residents of the Nevada State Veterans Home (NSVH) and the current contract, with the same vendor, is valid through December 1, 2016 (CETS: 13833). Approval of this request will allow the NDVS to remain in compliance and the veterans of the NSVH to continue to receive their daily meals without interruption.

To prevent this from occurring in the future, NDVS will work closely with State Purchasing to provide additional time for this RFP process to avoid any gaps in service.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18067** Amendment Number: **1**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **Turning Point, Inc.**

Agency Code: **300** Contractor Name: **Turning Point, Inc.**

Appropriation Unit: **2709-33** Address: **PO Box 1028**

Is budget authority available?: **Yes** City/State/Zip: **Virginia City, NV 89440**

If "No" please explain: **Not Applicable** Contact/Phone: **Deborah Loesch-Griffin, Ph.D. 775-843-2275**

Vendor No.: **T29005273**

NV Business ID: **NV19881034454**

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2016**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **2 years and 262 days**

4. Type of contract: **Contract**

Contract description: **B3 Model Tech Assist**

5. Purpose of contract:

This is the first amendment to the original contract to provide technical assistance and guide the development of an implementation plan, for the Birth through Third grade or B-3 model, conduct a pilot study of the model in high-needs areas across the state and develop and implement a professional learning series. This amendment increases the maximum amount from \$819,566 to \$899,196 to conduct more group meetings.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$819,566.00	\$819,566.00	\$819,566.00	Yes - Action
2. Amount of current amendment (#1):	\$79,630.00	\$79,630.00	\$79,630.00	Yes - Action
3. New maximum contract amount:	\$899,196.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal Preschool Development Grant requires this work be completed.

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

The Department of Education and other state agencies lack the personnel capacity to complete this work.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2108, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/23/2016 Anticipated re-bid date: 01/01/2019

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Public and Behavioral Health; Nevada Home Visiting Program; August 2015-July 2016
Department of Education; Office of Early Childhood Learning and Head Start Collaboration; January 2015-June 30 2015
Division of Public and Behavioral Health; Bureau of Child, Family Services; Healthy Communities Project; June 2009; March 2010
They have been deemed as satisfactory.

- 13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

- 15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

- 17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

- 18. Agency Field Contract Monitor:

- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	12/15/2016 16:57:40 PM
Division Approval	amccalla	12/15/2016 16:57:42 PM
Department Approval	amccalla	12/15/2016 16:57:44 PM
Contract Manager Approval	ablackwe	12/16/2016 07:22:30 AM
Budget Analyst Approval	knielsen	01/13/2017 14:11:43 PM
BOE Agenda Approval	sbrown	01/23/2017 13:19:32 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14045** Amendment Number: **3**
 Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **Life Track Services, INC**
 Agency Code: **300** Contractor Name: **Life Track Services, INC**
 Appropriation Unit: **2715-14** Address: **1271 Port Drive**
 Is budget authority available?: **Yes** City/State/Zip: **Clarkston, WA 99403**
 If "No" please explain: **Not Applicable** Contact/Phone: **Larry Ledgerwood 5097586991**
 Vendor No.: **T29032146**
 NV Business ID: **NV20131020607**

To what State Fiscal Year(s) will the contract be charged? **2013-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/12/2013**
 Anticipated BOE meeting date **02/2017**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2017**
 Contract term: **6 years and 20 days**

4. Type of contract: **Contract**
 Contract description: **Indicator 14 Data**

5. Purpose of contract:

This is the third amendment to the original contract to collect Indicator 14 data in order to utilize the data in the State Performance Plan/Annual Performance Reports as well as improve postsecondary outcomes for students with disabilities. The contractor will conduct two mailings to students with Individual Education Plans that exited/graduated during the previous school year, one for general public relations and one student specific and call students that did not complete online survey to conduct a phone survey. This amendment extends the termination date from March 31, 2017 to March 31, 2019 and increases the maximum amount from \$151,000 to \$249,000 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:	\$72,000.00	\$72,000.00	\$72,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$72,000.00	\$72,000.00	No
b. Amendment 2:	\$79,000.00	\$151,000.00	\$151,000.00	Yes - Action
2. Amount of current amendment (#3):	\$98,000.00	\$98,000.00	\$98,000.00	Yes - Action
3. New maximum contract amount:	\$249,000.00			
and/or the termination date of the original contract has changed to:	03/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

To meet federal reporting requirements of Indicator 14 data of the State Performance Plan and the Annual Performance Report

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

We do not have enough staff to make approximately 9000 calls to students and their families to collect the student data needed for Indicator 14

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 contractor had the necessary qualifications and experience. Contract extension justification and request form approved by State Purchasing 8/29/2016 and attached as additional information.

d. Last bid date: 10/01/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	vostin	01/03/2017 14:46:51 PM
Division Approval	vostin	01/03/2017 14:46:57 PM
Department Approval	amccalla	01/04/2017 15:08:25 PM
Contract Manager Approval	ablackwe	01/04/2017 15:34:43 PM

Budget Analyst Approval
BOE Agenda Approval

knielsen
sbrown

01/11/2017 16:45:39 PM
01/19/2017 12:02:02 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17958**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Carson City Regional Transportation Commission
Agency Code: 403	Contractor Name: Carson City Regional Transportation Commission
Appropriation Unit: 3157-00	Address: 3505 Butti Way
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Graham Dollarhide 775-283-7583
	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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Intergovernmental Transfer

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 negotiations between the Counties and the State.

3. Termination Date: **06/30/2020**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Paratransit services**

5. Purpose of contract:

This is a new revenue interlocal agreement to receive funds to support paratransit services for Medicaid eligible recipients per the Nevada Medicaid State Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,519.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Per the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9 and the Medicaid Services Manual, services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides.

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

The State does not have transportation services in place to provide paratransit rides.

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:

The RTC currently provides eligibility assessments for the State 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

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	06/21/2016 11:26:55 AM
Division Approval	mlewi7	01/17/2017 12:54:35 PM
Department Approval	jkolenut	01/19/2017 08:56:52 AM
Contract Manager Approval	aree2	01/20/2017 09:14:34 AM
Budget Analyst Approval	dreynol2	01/24/2017 09:32:22 AM
BOE Agenda Approval	nhovden	01/24/2017 09:42:50 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: June 21, 2016
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Carson City RTC

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. This contract was delayed due to negotiations between the Counties and the State and to allow the Counties to take the contract to their Commission Meeting for approval.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18330**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Humboldt County School District
Agency Code: 403	Contractor Name: Humboldt County School District
Appropriation Unit: 3157-00	Address: 310 East Fourth Street
Is budget authority available?: Yes	City/State/Zip: Winnemucca, NV 89445
If "No" please explain: Not Applicable	Contact/Phone: 775-623-8128
	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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Intergovernmental Transfer

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/28/2021**

Contract term: **4 years and 28 days**

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

Contract description: **School Based Service**

5. Purpose of contract:

This is a new revenue agreement to provide receipt of the non-federal share for school based Medicaid services, medical screening and diagnostic services for children who are Nevada Medicaid/Check Up eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

School Based Child Health Services were established to allow for Medicaid reimbursement for the medical screening and diagnostic services provided by the School District to Nevada Medicaid/Check Up eligible children and medical treatment services provided for Medicaid/Check Up eligible children who have an Individualized Education Program (IEP) and are enrolled in the School Districts Special Education Program.

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

State agencies do not have the expertise or availability to provide these services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **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:

Humboldt County has been contracted with the State for many years and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	12/15/2016 08:54:38 AM
Division Approval	mlewi7	12/16/2016 14:43:29 PM
Department Approval	jkolenut	12/27/2016 14:46:16 PM
Contract Manager Approval	aree2	12/29/2016 10:54:10 AM
Budget Analyst Approval	laaron	12/30/2016 11:11:06 AM
BOE Agenda Approval	nhovden	01/05/2017 14:20:52 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: **CONV7132** Amendment Number: **6**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Health Services Advisory Group, INC.**

Agency Code: **403** Contractor Name: **Health Services Advisory Group, INC.**

Appropriation Unit: **3158-04** Address: **3133 E Camelback Road Suite 100**

Is budget authority available?: **Yes** City/State/Zip: **Phoenix, AZ 85016**

If "No" please explain: **Not Applicable** Contact/Phone: **Dr. Mary Dalton 602-801-6701**

Vendor No.: **T81093076**

NV Business ID: **NV20001213956**

To what State Fiscal Year(s) will the contract be charged? **2010-2018**

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

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **9 years and 1 day**

4. Type of contract: **Interlocal Agreement**
Contract description: **Health And Human Services**

5. Purpose of contract:

This is the sixth amendment to the original contract which provides external quality review of compliance with contractual service terms of the Managed Care Program, including an assessment of the quality outcomes, timeliness and access to service for which the contractors are obligated. This amendment extends the termination date from June 30, 2017 to June 30, 2018, increases the maximum amount from \$3,828,119.85 to \$4,702,495.85 due to the continued need for these services and updates the Scope of Work to include Prepaid Ambulatory Health Plan external quality review activities.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,217,620.00	\$2,217,620.00	\$2,217,620.00	Yes - Action
a. Amendment 1:	\$0.00	\$2,217,620.00	\$2,217,620.00	No
b. Amendment 2:	\$0.00	\$2,217,620.00	\$2,217,620.00	No
c. Amendment 3:	\$1,610,499.85	\$3,828,119.85	\$3,828,119.85	Yes - Action
d. Amendment 4:	\$0.00	\$2,217,619.85	\$2,217,619.85	No
e. Amendment 5:	\$0.00	\$2,217,619.85	\$2,217,619.85	No
2. Amount of current amendment (#6):	\$874,376.00	\$874,375.85	\$874,375.85	Yes - Action
3. New maximum contract amount:	\$4,702,495.85			

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?

The Balanced Budget Act of 1997 requires DHCFP to contract with a qualified independent entity for annual review of quality outcomes, timeliness, and access to services for which the managed care contractors are contractually obligated.

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

The Balanced Budget Act of 1997 requires an independent entity 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?

HSAG obtained the highest score from the 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:

Health Services Advisory Group is currently under contract with the Division of Health Care Financing and Policy. 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	aree2	11/17/2016 08:50:10 AM
Division Approval	mlewi7	12/12/2016 16:53:48 PM

Department Approval	jkolenut	12/13/2016 12:44:42 PM
Contract Manager Approval	aree2	12/15/2016 10:04:21 AM
Budget Analyst Approval	laaron	12/28/2016 15:11:35 PM
BOE Agenda Approval	nhovden	12/29/2016 11:33:23 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18333**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Boys and Girls Club of Western Nevada
Agency Code: 403	Contractor Name: Boys and Girls Club of Western Nevada
Appropriation Unit: 3178-12	Address: 1870 Russell Way
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: Katie Leao 775-882-8820
	Vendor No.:
	NV Business ID: NV19911018814

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	1.70 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	98.30 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 148 days**

4. Type of contract: **Contract**

Contract description: **REACH Program**

5. Purpose of contract:

This is a new contract to provide an afterschool preventative services program that meets the requirements of Nevada's State Plan Amendment 16 015, State Children's Health Insurance Program Section 2.2 Resources for the Early Advancement of Child Health. This program will be provided to children and youth that are at high risk of developing future behavioral health issues.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,063,230.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The program motivates children and youth to find value in learning through practical experiences and a problem-solving approach providing a comprehensive program that includes preventive and intervention of behavioral health strategies with integral components.

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

State employees do not have the resources to perform these services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 332.195-Joinder or mutual use of contracts by governmental entities.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	12/16/2016 15:10:37 PM
Division Approval	mlewi7	12/16/2016 15:10:40 PM
Department Approval	jkolenut	12/27/2016 14:53:42 PM
Contract Manager Approval	aree2	12/29/2016 10:55:03 AM
Budget Analyst Approval	dreynol2	01/12/2017 11:04:09 AM
BOE Agenda Approval	nhovden	01/13/2017 11:58:59 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: **18215**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Board of Regents - UNLV
Agency Code:	409	Contractor Name:	Board of Regents - UNLV
Appropriation Unit:	3145-10	Address:	UNLV Office of Controller 4505 Maryland Pkwy MS 1005
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89154-1004
If "No" please explain:	Not Applicable	Contact/Phone:	702-895-1142
		Vendor No.:	D35000813
		NV Business ID:	Governmental Agency

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	14.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	75.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	11.00 % University Match

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 **02/2017**

Retroactive? **Yes**

If "Yes", please explain

This contract is retro active due to negotiations with UNLV 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: **\$5,680,000.00**

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, Las Vegas to provide training and professional development for undergraduate and graduate social work students.

UNLV 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 service 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	01/05/2017 08:52:27 AM
Division Approval	mmason	01/06/2017 10:39:56 AM
Department Approval	jkolenut	01/10/2017 09:00:58 AM
Contract Manager Approval	sknigge	01/11/2017 11:23:41 AM
Budget Analyst Approval	dreynol2	01/19/2017 11:00:34 AM
BOE Agenda Approval	nhovden	01/24/2017 09:14:31 AM
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 5, 2017

To: James R. Wells, Chief
Governor's Finance Office, Budget Division

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

Through: Kelly Wooldridge, Administrator 
Reesha Powell, Deputy Administrator
Division of Child and Family Services

From: Priscilla Colegrove, Administrative Services Officer IV 
Division of Child and Family Services

Re: Retroactive Approval of Board of Regents UNLV (CETS #18215) 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 UNLV 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: **18375**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Apple Grove Treatment Center, LLC
Agency Code:	409	Contractor Name:	Apple Grove Treatment Center, LLC
Appropriation Unit:	3646-15	Address:	3155 East Patrick Lane
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89120
If "No" please explain:	Not Applicable	Contact/Phone:	Icia Sandulak 702-576-7942
		Vendor No.:	T27036058
		NV Business ID:	NV20061061585

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2017**

Anticipated BOE meeting date 02/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/28/2018**

Contract term: **1 year and 13 days**

4. Type of contract: **Contract**

Contract description: **SOC Day Treatment**

5. Purpose of contract:

This is a new contract to create a Day Treatment Program in southern Nevada as part of the federal System of Care Expansion grant.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$225,530.00**

Payment for services will be made at the rate of \$32.45 per hour

Other basis for payment: \$32.45 per hour per child up to 3 hours per day; \$97.85 per hours for Child and Family Team meetings not to exceed 10 hour per child per month; 25% of Program Director salary not to exceed \$15,000, as well as 20% of the indirect costs not to exceed \$35,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

SAMHSA has granted DCFS a System of Care Expansion grant and this contract will be part of that expansion grant.

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

The purpose of the System of Care Expansion grant is to expand community resources outside of DCFS.

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):

Caring Hands Behavioral Health
Behavioral Services of Nevada
Behavioral Bilingual Services
Apple Grove Foster Care Agency

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 3287, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/27/2016 Anticipated re-bid date: 09/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	prassie1	01/11/2017 16:06:39 PM
Division Approval	mmason	01/11/2017 16:22:34 PM
Department Approval	jkolenut	01/12/2017 09:52:49 AM
Contract Manager Approval	sknigge	01/12/2017 10:10:09 AM
Budget Analyst Approval	dreynol2	01/18/2017 11:23:48 AM
BOE Agenda Approval	nhovden	01/24/2017 09:21:38 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18228**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Forside Enterprises, LLC DBA Baldacci Consulting Group
Agency Code:	409	Contractor Name:	Forside Enterprises, LLC DBA Baldacci Consulting Group
Appropriation Unit:	3646-04	Address:	28 Maple Street
Is budget authority available?:	Yes	City/State/Zip:	Portland , ME 04101
If "No" please explain:	Not Applicable	Contact/Phone:	Robert Baldacci 207-450-4690
		Vendor No.:	
		NV Business ID:	NV20161710541

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.

<input checked="" type="checkbox"/>	General Funds	51.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	37.90 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	11.10 % Rental Income

2. Contract start date:

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

Anticipated BOE meeting date 01/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **1 year and 179 days**4. Type of contract: **Contract**Contract description: **Revenue Maximization**

5. Purpose of contract:

This is a new contract to provide consultation services to maximize the federal revenue for children's mental health services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,750.00**

Other basis for payment: Upon completion of deliverables in cost proposal.

II. JUSTIFICATION

7. What conditions require that this work be done?

Children's Mental Health revenue has been trending downwards the past couple of fiscal years. This contract seeks to ensure that federal revenue for the Children's Mental Health agencies are being maximized.

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

Currently there are no staff within the Division that can provide this type 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 Applicableb. Solicitation Waiver: **Not Applicable**

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

Pursuant to NRS 332.195 the Nevada Department of Health and Human Services, Division of Child and Family Services, referencing Clark County Nevada Contract CBE No. 603807-15 enters into a contract with Baldacci Consulting Group.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

This vendor is in the process of securing a Nevada State Business License. Approval of this contract is contingent upon the vendor securing a Nevada State Business License and being in good standing in all areas of the Secretary of State's business requirements.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

This vendor is in the process of securing a Nevada State Business License. Approval of this contract is contingent upon the vendor securing a Nevada State Business License and being in good standing in all areas of the Secretary of State's business requirements.

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.

This vendor is in the process of securing a Nevada State Business License. Approval of this contract is contingent upon the vendor securing a Nevada State Business License and being in good standing in all areas of the Secretary of State's business requirements.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	01/11/2017 16:05:49 PM
Division Approval	mmason	01/17/2017 11:56:16 AM
Department Approval	jkolenut	01/17/2017 16:15:46 PM
Contract Manager Approval	sknigge	01/17/2017 16:22:33 PM
Budget Analyst Approval	dreynd2	01/19/2017 11:12:20 AM
BOE Agenda Approval	nhovden	01/24/2017 09:18:17 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: **14379** Amendment Number: **1**
 Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Precision Electric, Inc.**
 Agency Code: **409** Contractor Name: **Precision Electric, Inc.**
 Appropriation Unit: **3646-07** Address: **4250 S Cameron St**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89103**
 If "No" please explain: **Not Applicable** Contact/Phone: **702-368-0009**
 Vendor No.: **T29003853**
 NV Business ID: **NV19841016121**

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

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

<input checked="" type="checkbox"/> General Funds	23.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	38.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	39.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2013**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years and 20 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 inspection, repair and maintenance services. This amendment increases the maximum amount from \$36,800 to \$52,800 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:	\$36,800.00	\$36,800.00	\$36,800.00	Yes - Info
2. Amount of current amendment (#1):	\$16,000.00	\$16,000.00	\$52,800.00	Yes - Action
3. New maximum contract amount:	\$52,800.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings owned by the State require ongoing electrical service to remain in operating condition.

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

The Division of Child and Family Services does not have staff who are properly trained and licensed to perform advanced electrical work.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? No

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

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor who responded.

d. Last bid date: 03/01/2013 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:

This vendor is currently under contract with the Division of Child and Family Services 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	prassie1	11/29/2016 16:05:08 PM
Division Approval	mmason	12/27/2016 14:50:59 PM
Department Approval	jkolenut	12/30/2016 10:05:59 AM
Contract Manager Approval	sknigge	12/30/2016 14:07:39 PM
Budget Analyst Approval	dreynol2	01/05/2017 15:08:43 PM
BOE Agenda Approval	nhovden	01/05/2017 15:24:24 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: **15986** Amendment Number: **4**

Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD** Legal Entity Name: **MCGINLEY & ASSOCIATES, INC.**

Agency Code: **431** Contractor Name: **MCGINLEY & ASSOCIATES, INC.**

Appropriation Unit: **3650-16** Address: **815 MAESTRO DR**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-2295**

If "No" please explain: **Not Applicable** Contact/Phone: **775-829-2245**

Vendor No.: **T27022272A**

NV Business ID: **NV20021218343**

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NMD# 26-14S**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 231 days**

4. Type of contract: **Contract**

Contract description: **AASF Soil Sampling**

5. Purpose of contract:

This is the fourth amendment to the original contract, which performs an environmental soil and groundwater sampling to verify the presence of contamination at the Nevada Army National Guard Army Aviation Support Facility in Reno, Nevada. This amendment extends the termination date from June 30, 2017 to March 31, 2018 and increases the contract maximum amount from \$43,783.24 to \$56,183.24 for four additional groundwater samplings, an annual report to summarize findings, and for the preparation of the No Further Action report as requested by the Nevada Division of Environmental Protection.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$15,108.24	\$15,108.24	\$15,108.24	Yes - Info
a. Amendment 1:	\$3,225.00	\$18,333.24	\$18,333.24	No
b. Amendment 2:	\$15,480.00	\$33,813.24	\$33,813.24	Yes - Info
c. Amendment 3:	\$9,970.00	\$25,078.24	\$43,783.24	No
2. Amount of current amendment (#4):	\$12,400.00	\$22,370.00	\$56,183.24	Yes - Action
3. New maximum contract amount:	\$56,183.24			

and/or the termination date of
the original contract has
changed to:

03/31/2018

II. JUSTIFICATION

7. What conditions require that this work be done?

Washoe County Health District and Nevada Division of Environmental Protection requires this service to test for a potentially leaking underground storage tank.

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 equipment nor skills to properly conduct the soil and ground water testing.

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 Office of the Military has used this vendor and the services provided are satisfactory. This vendor will be able to conduct the scope of work for the lowest bid.

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

ctyle1

01/10/2017 16:26:11 PM

Division Approval

ctyle1

01/10/2017 16:26:14 PM

Department Approval	ctyle1	01/10/2017 16:26:16 PM
Contract Manager Approval	twollan1	01/10/2017 16:31:30 PM
Budget Analyst Approval	jrodrig9	01/11/2017 20:34:50 PM
BOE Agenda Approval	pnicks	01/12/2017 13:21:07 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: **15330** Amendment Number: **1**
 Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **CharDonnay Dialysis, Inc.**
 Agency Code: **440** Contractor Name: **CharDonnay Dialysis, Inc.**
 Appropriation Unit: **3706-50** Address: **807 W Fairchild Street**
 Is budget authority available?: **Yes** City/State/Zip: **Danville, IL 61832**
 If "No" please explain: **Not Applicable** Contact/Phone: **Joe Burke, Vice President 217/477-1490**
 Vendor No.: **T81009401**
 NV Business ID: **NV19951062552**

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #2051**

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 **02/2017**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Dialysis Treatments**

5. Purpose of contract:
This is the first amendment to the original contract which continues ongoing hemodialysis treatments for inmates incarcerated at the Northern Nevada Correctional Center. This amendment will increase the maximum amount from \$1,809,600 to \$3,031,260 and will add services for Florence McClure Women's Correctional Center.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,809,600.00	\$1,809,600.00	\$1,809,600.00	Yes - Action
2. Amount of current amendment (#1):	\$1,221,660.00	\$1,221,660.00	\$1,221,660.00	Yes - Action
3. New maximum contract amount:	\$3,031,260.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
The department is required by Statute to provide medical care to incarcerated inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The department does not have the equipment necessary to perform hemodialysis treatments. No other state agency provides this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

American Correctional Solutions, Inc.
Davita Healthcare Partners, Inc.
FMC/Liberty Dialysis
CharDonnay Dialysis, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2051, 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: 11/25/2013 Anticipated re-bid date: 01/02/2018

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:

FY02 - current with the Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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	sewart	12/28/2016 08:50:00 AM
Division Approval	sewart	12/28/2016 08:50:04 AM
Department Approval	sewart	12/28/2016 08:50:08 AM
Contract Manager Approval	jhardy	01/10/2017 11:49:50 AM
Budget Analyst Approval	sjohnso9	01/11/2017 07:49:15 AM
BOE Agenda Approval	pnicks	01/11/2017 10:56:16 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: **18382**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Clark County School District
Agency Code: 440	Contractor Name: Clark County School District
Appropriation Unit: 3711-21	Address: 5100 West Sahara Avenue
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: Kimberly Dauterive, Grant Coordinator 702/799-5434
	Vendor No.:
	NV Business ID: Governmental Entity

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

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date **02/2017**

Retroactive? **Yes**

If "Yes", please explain

The department was awarded grant funds for the operation of the Youth Offender Program from Nevada Department of Education (NDE) and the department was advised by NDE that in the past NDE provided the funds directly to the department sub-recipient(s). NDE grant payment activities were recently audited and it was determined that corrective action was required by NDE to correct payment activities. An Interlocal agreement is required to pay the school district.

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

Contract term: **364 days**

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

Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement to provide classes to youthful offenders incarcerated at High Desert State Prison to obtain their High School Equivalency or a High School Diploma who lack fundamental job skills to secure sustainable employment upon release from incarceration.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$197,057.53**

Other basis for payment: Monthly upon submission of invoices and proof of services.

II. JUSTIFICATION

7. What conditions require that this work be done?

The department houses over 2,400 inmates from the ages 16-26. The vast majority of these inmates have not obtained a High School Equivalency or a High School Diploma. This contract will provide the much needed education and tools for employment upon release from incarceration at High Desert State Prison.

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

The department is contracting with Clark County School District to obtain the teachers required to provide the educational services to the youthful offenders. No other state agency offers 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 Nevada Department of Education awarded the department with the Title I-D Subpart I Grant program funds to be used for the purpose of 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	dbec2	01/13/2017 11:12:26 AM
Division Approval	amonro1	01/13/2017 11:21:33 AM
Department Approval	sewart	01/13/2017 13:14:27 PM
Contract Manager Approval	jhardy	01/17/2017 09:07:46 AM
Budget Analyst Approval	sjohnso9	01/17/2017 10:43:49 AM
BOE Agenda Approval	pnicks	01/19/2017 08:59:22 AM
BOE Final Approval	Pending	

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

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



**State of Nevada
Department of Corrections**

Brian Sandoval
Governor

James Dzurenda
Director

David Tristan
Deputy Director Programs

MEMORANDUM

Date: January 12, 2017
To: Stacey Johnson, Budget Analyst IV
From: Sheila Lambert, Management Analyst IV
Subject: Retroactive Interlocal Agreement – Clark County School Districts (CCSD)

The Nevada Department of Corrections (NDOC) received new grant funds for the operation of the Youth Offender Program (YOP) from the Nevada Department of Education (NDE) as part of the federal Title I Part D program to provide continuing education and skills training for SFY17. The NDOC applied for funds, as a continuation and expansion of the current program, through previously awarded the Title I funds.

The United States Department of Education (USDOE) provides the grant to NDE. NDE had, in the past, provided the funds directly to NDOC's sub recipient(s). NDE grant payment activities were audited and it was determined that corrective action was required. The payment could no longer be directly applied to the CCSD or any other sub grantee, without first being disbursed to the NDOC. As per the federal code, and as interpreted by the USDOE, NDE is required to accept the funds in accordance with applicable federal and state statutes, regulations, program plans, and applications, and administer the programs in compliance with such provisions.

Upon notification of this change, NDOC submitted work program C38497 to ensure payment allocations could be made to continue the program and not impact the YOP enrolled, as required by federal law. As part of the process, it was determined that interlocal agreement(s) were required with NDOC and the respective Local Education Associations (LEAs). NDOC has been working to ensure compliance with this grant and all respective agreements.

Please accept this information as justification for the processing of the interlocal agreements with an effective date of July 1, 2016.

Thank you

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18380**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Pershing County School District
Agency Code: 440	Contractor Name: Pershing County School District
Appropriation Unit: 3711-21	Address: 1150 Elmhurst Ave.
Is budget authority available?: Yes	City/State/Zip: Lovelock, NV 89419
If "No" please explain: Not Applicable	Contact/Phone: Dave Pollard 775/688-1777
	Vendor No.:
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2017

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **02/2017**Retroactive? **Yes**

If "Yes", please explain

The department was awarded grant funds for the operation of the Youth Offender Program from Nevada Department of Education (NDE) and the department was advised by NDE that in the past NDE provided the funds directly to the department sub-recipient(s). NDE grant payment activities were recently audited and it was determined that corrective action was required by NDE to correct payment activities. An Interlocal agreement is required to pay the school district.

3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement to provide classes to youthful offenders incarcerated at Lovelock Correctional Center to obtain their High School Equivalency or a High School Diploma who lack fundamental job skills to secure sustainable employment upon release from incarceration.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,663.40**

Other basis for payment: Monthly upon submission of invoices and proof of services.

II. JUSTIFICATION

7. What conditions require that this work be done?

The department houses over 2,400 inmates from the ages 16-26. The vast majority of these inmates have not obtained a High School Equivalency or a High School Diploma. This contract will provide the much needed education and tools for employment upon release from incarceration at Lovelock Correctional Center

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

The department is contracting with Pershing County School District to obtain the teachers required to provide the educational services to the youthful offenders. No other state agency offers 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 Nevada Department of Education awarded the department with the Title I-D Subpart I Grant program funds to be used for the purpose of 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	dbec2	01/13/2017 11:29:55 AM
Division Approval	amonro1	01/13/2017 11:33:38 AM
Department Approval	sewart	01/13/2017 13:16:29 PM
Contract Manager Approval	jhardy	01/17/2017 09:06:55 AM
Budget Analyst Approval	sjohnso9	01/17/2017 10:47:15 AM
BOE Agenda Approval	pnicks	01/19/2017 09:02:49 AM
BOE Final Approval	Pending	

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

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



**State of Nevada
Department of Corrections**

Brian Sandoval
Governor

James Dzurenda
Director

David Tristan
Deputy Director Programs

MEMORANDUM

Date: January 12, 2017
To: Stacey Johnson, Budget Analyst IV
From: Sheila Lambert, Management Analyst IV
Subject: Retroactive Interlocal Agreement – Pershing County School Districts (PCSD)

The Nevada Department of Corrections (NDOC) received new grant funds for the operation of the Youth Offender Program (YOP) from the Nevada Department of Education (NDE) as part of the federal Title I Part D program to provide continuing education and skills training for SFY17. The NDOC applied for funds, as a continuation and expansion of the current program, through previously awarded the Title I funds.

The United States Department of Education (USDOE) provides the grant to NDE. NDE had, in the past, provided the funds directly to NDOC's sub recipient(s). NDE grant payment activities were audited and it was determined that corrective action was required. The payment could no longer be directly applied to the PCSD or any other sub grantee, without first being disbursed to the NDOC. As per the federal code, and as interpreted by the USDOE, NDE is required to accept the funds in accordance with applicable federal and state statutes, regulations, program plans, and applications, and administer the programs in compliance with such provisions.

Upon notification of this change, NDOC submitted work program C38497 to ensure payment allocations could be made to continue the program and not impact the YOP enrolled, as required by federal law. As part of the process, it was determined that interlocal agreement(s) were required with NDOC and the respective Local Education Associations (LEAs). NDOC has been working to ensure compliance with this grant and all respective agreements.

Please accept this information as justification for the processing of the interlocal agreements with an effective date of July 1, 2016.

Thank you

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15317** Amendment Number: **3**
 Agency Name: **GCB - GAMING CONTROL BOARD** Legal Entity Name: **CIBER INC.**
 Agency Code: **611** Contractor Name: **CIBER INC.**
 Appropriation Unit: **4061-50** Address: **STE 1400**
 Is budget authority available?: **Yes** City/State/Zip: **6363 S FIDDLERS GREEN CIR GREENWOOD VILLAGE, CO 80111-5024**
 If "No" please explain: **Not Applicable** Contact/Phone: **Katie Reed 303/963-2189**
 Vendor No.: **T81099339**
 NV Business ID: **NV19991278894**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #3081**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/11/2014**
 Anticipated BOE meeting date **02/2017**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2018**
 Contract term: **4 years and 21 days**

4. Type of contract: **Contract**
 Contract description: **Application Develop**

5. Purpose of contract:
This is the third amendment to the original contract, which continues ongoing assistance in developing custom applications to replace the Gaming Control Board's current Digital Equipment Corp/Virtual Memory System which is a Common Business Oriented Language system. This amendment increases the maximum amount from \$5,300,061 to \$6,039,535.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,472,147.00	\$1,472,147.00	\$1,472,147.00	Yes - Action
a. Amendment 1:	\$452,697.00	\$1,924,844.00	\$1,924,844.00	Yes - Action
b. Amendment 2:	\$3,375,217.00	\$4,847,364.00	\$4,847,364.00	Yes - Action
2. Amount of current amendment (#3):	\$739,474.00	\$739,474.00	\$739,474.00	Yes - Action
3. New maximum contract amount:	\$6,039,535.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Boards existing DEC/VMS COBOL based system is out-dated as it was initially developed in 1982. The Boards system is in need of updating to a SQL Server or similar database platform in order to effectively manage the data and applications used by the Board to carry out its functions.

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

The Board does not have enough staff or resources to undertake a project of this magnitude.

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):

Tata American International
Dell Marketing
Ciber, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3081, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/23/2013 Anticipated re-bid date: 10/01/2017

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:

Contractor is currently under contract with the Nevada Gaming Control Board; services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	jkingsla	01/06/2017 15:21:55 PM
Division Approval	jkingsla	01/06/2017 15:21:58 PM
Department Approval	jkingsla	01/06/2017 15:22:01 PM
Contract Manager Approval	jkingsla	01/10/2017 14:07:18 PM
Budget Analyst Approval	myoun3	01/17/2017 09:07:41 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15983** Amendment Number: **1**

Agency Name: **GCB - GAMING CONTROL BOARD** Legal Entity Name: **FTI Consulting (Hong Kong) Limited**

Agency Code: **611** Contractor Name: **FTI Consulting (Hong Kong) Limited**

Appropriation Unit: **4063-10** Address: **Level 22, The Center**

Is budget authority available?: **Yes** City/State/Zip: **Hong Kong, CH 1009-18**

If "No" please explain: **Not Applicable** Contact/Phone: **+85237684539**

Vendor No.: **F00000206**

NV Business ID: **NV20101608529**

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % GCB Investigative Fund (applicant paid)

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **3 years and 295 days**

4. Type of contract: **Contract**

Contract description: **Speciality services**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing investigative services of Nevada gaming applicants based in foreign countries. The investigative services include record checks, asset searches, and legal records searches. This amendment increases the maximum amount from \$100,000 to \$200,000 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:	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
2. Amount of current amendment (#1):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$200,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board must conduct thorough investigations of foreign-based applicants. Difficulty in performing research in large, foreign records facilities characterized by poor indices mandates use of outside contractors to perform some of this work.

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

On-site appearances at records locations or contractual relationships with data providers are required. In many cases, it is not economically feasible for gaming agents alone to physically search all available databases.

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:

Contractor is under contract with the Gaming Control Board; services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	jkingsla	01/06/2017 15:32:54 PM
Division Approval	jkingsla	01/06/2017 15:32:57 PM
Department Approval	jkingsla	01/06/2017 15:33:00 PM
Contract Manager Approval	jkingsla	01/06/2017 15:33:03 PM
Budget Analyst Approval	myoun3	01/11/2017 15:19:40 PM
BOE Agenda Approval	lfree1	01/12/2017 09:36:59 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: **16494** Amendment Number: **1**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **Nevada Department of Conservation and Natural Resources**

Agency Code: **702** Contractor Name: **Nevada Department of Conservation and Natural Resources**

Appropriation Unit: **All Appropriations** Address: **Division of Forestry**

Is budget authority available?: **Yes** City/State/Zip: **2748 Fairveiw Drive Carson City , NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **Melissa Emerson 775-684-2500**

Vendor No.: NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	X	Fees	25.00 % Sportsmen
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **15-32**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/13/2015**

Anticipated BOE meeting date **03/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2019**

Contract term: **4 years and 19 days**

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

Contract description: **NDF Master Agreement**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement for prescribed burns and other services in an effort to preserve and maintain habitat and enhance conservation efforts. This amendment increases the maximum amount from \$250,000 to \$500,000 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:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
3. New maximum contract amount:	\$500,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Work for habitat restoration and conservation to protect wildlife habitat is necessary. NDF has been able to work with NDOW for many years now in providing efforts collaboratively among the agencies to accomplish this work.

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

NDOW does not have the equipment or expertise to perform prescribed burns, fencing and other services.

- 9. Were quotes or proposals solicited? No
- Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
 Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
 This is a government agency.

d. Last bid date: Anticipated re-bid date:

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain
 Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?
No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
 Not Applicable

- 13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
 Not Applicable

- 14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	01/10/2017 09:20:17 AM
Division Approval	dwendell	01/12/2017 13:07:18 PM
Department Approval	dwendell	01/12/2017 13:07:22 PM
Contract Manager Approval	dwendell	01/12/2017 13:07:25 PM
Budget Analyst Approval	cpalme2	01/13/2017 14:11:38 PM
BOE Agenda Approval	cmurph3	01/13/2017 15:17:59 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: **17614** Amendment Number: **1**
 Agency Name: **DCNR - DIVISION OF WATER RESOURCES** Legal Entity Name: **US Geological Survey**
 Agency Code: **705** Contractor Name: **US Geological Survey**
 Appropriation Unit: **4157-10** Address: **2730 Deer Run Rd.**
 Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**
 If "No" please explain: **Not Applicable** Contact/Phone: **C. Amanda Garcia 775 887-7600**
 Vendor No.: **T80838030**
 NV Business ID: **Governmental Entity**
 To what State Fiscal Year(s) will the contract be charged? **2016-2019**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % \$320,000 Pass-Through, B/A 4157; \$130,000 US Geological Survey

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/10/2016**
 Anticipated BOE meeting date **02/2017**
 Retroactive? **No**
 If "Yes", please explain
Not Applicable

3. Previously Approved Termination Date: **09/30/2018**
 Contract term: **2 years and 143 days**
 4. Type of contract: **Cooperative Agreement**
 Contract description: **Carbonate Rock JFA**

5. Purpose of contract:
This is the first amendment to the original joint funding agreement to characterize hydraulic connectivity and bulk hydraulic properties of carbonate-rock and basin-fill aquifers in the vicinity of and down gradient from the Long Canyon Mine Project in Goshute Valley. This amendment decreases the maximum amount from \$500,000 to \$450,000 due to reprioritization of U.S. Geological Survey Cooperative Water Program funds.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$500,000.00	\$500,000.00	\$500,000.00	Yes - Action
2. Amount of current amendment (#1):	-\$50,000.00	-\$50,000.00	-\$50,000.00	Yes - Action
3. New maximum contract amount:	\$450,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 533.368 (1) provides "If the State Engineer determines that a hydrologic study, an environmental study or any other study is necessary before the State Engineer makes a final determination on an application pursuant to NS 533.370 and the applicant, a governmental agency or other person has not conducted such a study or the required study is not available, the State Engineer shall advise the applicant of the need for the study and the type of study required." Water right applications have been filed that, if granted, may have significant impact on existing water rights. An improved hydraulic understanding of the area is necessary to evaluate potential effects of groundwater development on springs that provide water for irrigation and for use by the residents of Wendover, Utah.

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

The US Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The US Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the US Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the US Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	01/06/2017 10:05:37 AM
Division Approval	bkordono	01/06/2017 10:05:40 AM
Department Approval	bkordono	01/06/2017 10:05:43 AM
Contract Manager Approval	bkordono	01/06/2017 10:22:11 AM
Budget Analyst Approval	cpalme2	01/12/2017 09:52:22 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18356**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: City of Reno, Public Works, Fleet Management
Agency Code: 709	Contractor Name: City of Reno, Public Works, Fleet Management
Appropriation Unit: 3185-12	Address: 1640 E. Commercial Row
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: 7756574608
	Vendor No.:
	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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 17-011**

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **240 days**

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

Contract description: **City of Reno / DERA**

5. Purpose of contract:

This is a new interlocal agreement to provide funding to the City of Reno, Public Works, Fleet Management for the replacement of two vehicles. As part of the State Clean Diesel Grant Program, the division will provide pass-through funding of twenty-five percent of the purchase price of the replacement vehicles; to assist in the purchases with the City of Reno providing the remaining cost of the new vehicles.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$155,000.00**

Other basis for payment: Payments will be 25% of purchase price. City of Reno will invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

As part of the State Clean Diesel Grant Program, the NDEP will provide funding to the City of Reno via an Interlocal contract agreement to replace, under early attrition, one diesel powered sewer/vacuum truck and one diesel powered dump truck. The replacement of these older pieces of equipment with updated, less heavily emitting equipment will result in air quality benefits.

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

N/A

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. 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:

June 2009, NDEP Water Quality Planning

13. Is the contractor currently involved in litigation with the State 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	ahanso1	12/30/2016 10:57:28 AM
Division Approval	jkinde1	12/30/2016 11:02:20 AM
Department Approval	jkinde1	12/30/2016 11:02:26 AM
Contract Manager Approval	cnewto1	12/30/2016 11:06:27 AM
Budget Analyst Approval	cpalme2	01/03/2017 16:17:24 PM
BOE Agenda Approval	cmurph3	01/05/2017 10:48:48 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: **14805** Amendment Number: **3**
 Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **University of Nevada, Reno**
 Agency Code: **709** Contractor Name: **University of Nevada, Reno**
 Appropriation Unit: **3185-04** Address: **6100 Neil Road**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511**
 If "No" please explain: **Not Applicable** Contact/Phone: **775/784-4062**
 Vendor No.: **D35000816**
 NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

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

General Funds	0.00 %	X	Fees	66.70 %
X Federal Funds	33.30 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **DEP 14-010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/10/2013**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2017**

Contract term: **5 years and 21 days**

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

Contract description: **Woodstove Change Out**

5. Purpose of contract:

This is the third amendment to the interlocal agreement to develop, implement and monitor a Wood Stove Change-Out Program. It is expected that removal and replacement of old non-EPA compliant wood burning stoves with EPA-compliant and certified biofuel stoves will effectively reduce unnecessary emissions of fine particles into the air and result in improved air quality for the region. This amendment increases the maximum amount from \$299,000 to \$339,000 and extends the termination date from September 30, 2017 to September 30, 2018 to allow for more stove replacements.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$250,000.00	\$250,000.00	No
b. Amendment 2:	\$49,000.00	\$299,000.00	\$299,000.00	Yes - Info
2. Amount of current amendment (#3):	\$40,000.00	\$40,000.00	\$89,000.00	Yes - Action
3. New maximum contract amount:	\$339,000.00			
and/or the termination date of the original contract has changed to:	09/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

The US Environmental Protection Agency (EPA) has proposed stricter National Ambient Air Quality Standards (NAAQS) for PM2.5, prompting the need for reduced emissions from woodstoves in the Carson City area.

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

Our agency does not have the manpower required to handle the additional workload. The UNR BEP has already established the framework for this project, as they managed the Washoe County woodstove changeout program, and will simply transfer the program structure, materials and website over to the BAPC/BAQP program.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NOTE: The indirect cost rate is 22.64%.

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:

They have been contracted by our agency, but there are no vendor ratings recorded.

13. Is the contractor currently involved in litigation with the State 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	ahanso1	12/30/2016 11:27:50 AM
Division Approval	jkinde1	12/30/2016 13:18:27 PM
Department Approval	jkinde1	12/30/2016 13:18:30 PM
Contract Manager Approval	cnewto1	01/05/2017 10:23:16 AM
Budget Analyst Approval	cpalme2	01/05/2017 13:52:51 PM
BOE Agenda Approval	cmurph3	02/01/2017 16:19:18 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18355**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: SIERRA NEVADA JOURNEYS
Agency Code: 709	Contractor Name: SIERRA NEVADA JOURNEYS
Appropriation Unit: 3193-09	Address: 190 EAST LIBERTY STREET
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501-2209
If "No" please explain: Not Applicable	Contact/Phone: Karen Senger 775/355-1688
	Vendor No.: T29015313
	NV Business ID: NV20061807775

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP17-022**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2017**Contract term: **333 days**4. Type of contract: **Contract**Contract description: **Watershed Education**

5. Purpose of contract:

This is a new contract to provide engaging watershed education programs to students and educators in Northern Nevada, which will increase student's sense of stewardship and help reduce non-point source pollution.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**Other basis for payment: **Quaterly****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):

Girls Scouts of Southern Nevada Outdoor School
Carson Water Subconservancy District

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:

2007 - present - Nevada Division of Environmental Protection, Bureau of Water Quality Planning. Service provided was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	01/03/2017 13:11:15 PM
Division Approval	pcomba	01/06/2017 13:41:50 PM
Department Approval	pcomba	01/06/2017 13:41:59 PM
Contract Manager Approval	mhilk1	01/10/2017 10:42:11 AM
Budget Analyst Approval	cpalme2	01/12/2017 10:55:14 AM
BOE Agenda Approval	cmurph3	01/12/2017 11:47:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17601** Amendment Number: **1**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES** Legal Entity Name: **Tech Mahindra Limited**

Agency Code: **810** Contractor Name: **Tech Mahindra Limited**

Appropriation Unit: **4716-26** Address: **735 Technology Drive**

Is budget authority available?: **Yes** City/State/Zip: **San Jose, CA 95110**

If "No" please explain: **Not Applicable** Contact/Phone: **Aman Sethi, Vice President 847-275-5791**

Vendor No.:
NV Business ID: **NV20141059314**

To what State Fiscal Year(s) will the contract be charged? **2016-2022**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

Agency Reference #: **RFP # 3158**

2. Contract start date:
a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2016**
Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**
Contract term: **6 years and 82 days**

4. Type of contract: **Contract**
Contract description: **System Modernization**

5. Purpose of contract:
This is the first amendment to the original contract to provide design and implement a new system to replace the existing and aging client server application. The modernization of the current system will provide better customer service, reduce transaction processing time, increase speed-to-market of NV DMV products and services, enhance security and reduce system backlog. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$74,775,407.85 to \$77,680,246.39 due to the final Bill of Materials for all purchased hardware/software.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$74,775,407.85	\$74,775,407.85	\$74,775,407.85	Yes - Action
2. Amount of current amendment (#1):	\$2,904,838.54	\$2,904,838.54	\$2,904,838.54	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$77,680,246.39 06/30/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative 2015 approved system replacement project pursuant to SB 514.

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 to design and implement a new system.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3158, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/01/2015 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DMV-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	jgrimmer	12/14/2016 14:53:04 PM
Division Approval	jgrimmer	12/14/2016 14:53:14 PM
Department Approval	cmunoz	12/14/2016 14:56:55 PM
Contract Manager Approval	hazevedo	12/14/2016 15:17:27 PM
DoIT Approval	bbohm	12/15/2016 05:42:15 AM
Budget Analyst Approval	dstoddar	01/03/2017 12:03:59 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18342**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: Arrow Vending
Agency Code: 901	Contractor Name: Arrow Vending
Appropriation Unit: 3253-00	Address: 57 E. Freeport Blvd.
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Annette Bland 775-750-2628
	Vendor No.: T27037618
	NV Business ID: NV19981267382

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	100.00 % Revenue

Agency Reference #: **REF#3291/3008-21-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/13/2021**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Vending Services**

5. Purpose of contract:

This is a new revenue contract that is ongoing and provides a full range of machine based vending services by blind vendors within state owned buildings and various other government owned buildings for unassigned routes in the Reno/Sparks area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$165,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 426.630 through NRS 426.720 agency must establish the operation of vending stands on public property.

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

Pursuant to NRS 426.630 through NRS 426.720 and the Randolph Sheppard Act; priority rights for the operation of vending services in public locations go to Operators licensed through Business Enterprises of Nevada.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3291, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/31/2016 Anticipated re-bid date: 08/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since 2009.

13. Is the contractor currently involved in litigation with the State 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	12/28/2016 15:46:24 PM
Division Approval	vleigh	12/28/2016 15:46:30 PM
Department Approval	vleigh	12/28/2016 15:46:34 PM
Contract Manager Approval	dohl0	01/11/2017 12:23:10 PM
Budget Analyst Approval	tgreenam	01/17/2017 08:54:44 AM
BOE Agenda Approval	sbrown	01/19/2017 13:18:21 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18341**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: FIRST CLASS VENDING INC
Agency Code: 901	Contractor Name: FIRST CLASS VENDING INC
Appropriation Unit: 3253-00	Address: 6875 Suva Street
Is budget authority available?: Yes	City/State/Zip: Bell Gardens, CA 90201
If "No" please explain: Not Applicable	Contact/Phone: Matthew Marsh 213-305-7814
	Vendor No.: T32004057
	NV Business ID: NV20101426624

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **RFP#3291/3009-21-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/13/2021**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Vending Services LV**

5. Purpose of contract:

This is a new revenue contract that is ongoing and provides a full range of machine based vending services by blind vendors within state owned buildings and various other government owned buildings for unassigned routes in the Las Vegas area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$650,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 426.630 through NRS 426.720 agency must establish the operation of vending stands on public property.

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

Pursuant to NRS 426.630 through NRS 426.720 and the Randolph Sheppard Act; priority rights for the operation of vending services in public locations go to Operators licensed through Business Enterprises of Nevada.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):

Arrow Vending
A&L Vending
First Class Vending
Tip Top Amusement

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3291, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/31/2016 Anticipated re-bid date: 08/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since December 2011.

13. Is the contractor currently involved in litigation with the State 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	vleigh	12/28/2016 15:45:37 PM
Division Approval	vleigh	12/28/2016 15:45:39 PM
Department Approval	vleigh	12/28/2016 15:45:42 PM
Contract Manager Approval	dohl0	01/11/2017 12:24:54 PM
Budget Analyst Approval	tgreenam	01/13/2017 15:56:47 PM
BOE Agenda Approval	sbrown	01/19/2017 13:24:06 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18376**

Agency Name:	DETR - ADMINISTRATIVE SERVICES	Legal Entity Name:	Geographic Solutions
Agency Code:	908	Contractor Name:	Geographic Solutions
Appropriation Unit:	3274-22	Address:	1001 Omaha Circle
Is budget authority available?:	Yes	City/State/Zip:	Palm Harbor, FL 34683-4036
If "No" please explain:	Not Applicable	Contact/Phone:	Paul Toomey 727-786-7955
		Vendor No.:	T27039926
		NV Business ID:	NV20161382911

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP# 3199**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2021**Contract term: **4 years and 210 days**4. Type of contract: **Contract**Contract description: **Automated Workforce**

5. Purpose of contract:

This is a new contract to provide an automated reporting and management information system that includes the hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada workforce agency offices across the State of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,393,464.00**

Other basis for payment: Invoices to be submitted and payable within 30-45 days after acceptance of each work product and deliverable identified in the Contractors project plan. Project costs: (one time implementation fees) \$597,170.00; Year 1 maintenance and support \$627,032.00; year 2 maintenance and support \$649,198.00; and years 3 and 4 maintenance and support each year \$760,032.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Upgrading the current Statewide Automated Workforce System (SAWS) will provide improved program services to Nevada's jobseekers, employers, trainers and staff, reduce manual effort and inefficiencies, increase Federal and State compliance and upgrade antiquated technologies through the modernization of the current system.

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

No state agencies or employees have the equipment or the experience 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):

Deloitte Consulting
Empyra
@Work Solutions
Geographic Solutions

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3199, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/16/2015 Anticipated re-bid date: 09/01/2020

10. Does the contract contain any IT components? **Yes**

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	jbende2	01/13/2017 10:29:24 AM
Division Approval	rolso1	01/13/2017 10:32:39 AM
Department Approval	rolso1	01/13/2017 10:33:17 AM
Contract Manager Approval	dohl0	01/13/2017 10:40:09 AM
DoIT Approval	rkeith	01/17/2017 09:59:45 AM
Budget Analyst Approval	tgreenam	01/17/2017 10:00:37 AM
BOE Agenda Approval	sbrown	01/19/2017 13:16:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14100** Amendment Number: **3**
 Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **SEGAL ADVISORS INC DBA SEGAL ROGERCASEY**
 Agency Code: **920** Contractor Name: **SEGAL ADVISORS INC DBA SEGAL ROGERCASEY**
 Appropriation Unit: **1017-04** Address: **333 W 34TH ST**
 Is budget authority available?: **Yes** City/State/Zip: **NEW YORK, NY 10001-2402**
 If "No" please explain: **Not Applicable** Contact/Phone: **Frank Picarelli 212/251-5452**
 Vendor No.: **T29031233**
 NV Business ID: **NV20121521837**

To what State Fiscal Year(s) will the contract be charged? **2013-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Vendor Reimbursements

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 **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2017**
 Contract term: **5 years and 357 days**

4. Type of contract: **Contract**
 Contract description: **Investment Advisory**

5. Purpose of contract:
This is the third amendment to the original contract which provides ongoing investment consulting services including quarterly investment performance reviews, capital market research, fund searches and recommendations, board member and staff education on economic and capital market environment, a compliance audit, plan administration assistance, and development and advice on plan provider requests for proposal. This amendment extends the termination date from March 31, 2017 to March 31, 2019 and increases the maximum amount from \$411,000 to \$536,000 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:	\$258,000.00	\$258,000.00	\$258,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$258,000.00	\$258,000.00	No
b. Amendment 2:	\$153,000.00	\$411,000.00	\$411,000.00	Yes - Action
2. Amount of current amendment (#3):	\$125,000.00	\$125,000.00	\$125,000.00	Yes - Action
3. New maximum contract amount:	\$536,000.00			
and/or the termination date of the original contract has changed to:	03/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

The committee oversees over \$589 million of participant defined contribution retirement funds and the adviser is a contractual co-fiduciary who provides investment and regulatory expertise to assist the committee in fulfilling its fiduciary duties

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

Lack of required level of knowledge 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):

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the highest overall score during the evaluation process by the Committee.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2015

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:

2012, Deferred Compensation, 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	01/12/2017 07:18:38 AM
Division Approval	csweeney	01/12/2017 07:18:43 AM
Department Approval	csweeney	01/12/2017 07:18:46 AM
Contract Manager Approval	csweeney	01/12/2017 10:35:40 AM
Budget Analyst Approval	lfree1	01/18/2017 16:41:26 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: **18362**

Agency Name: PUBLIC EMPLOYEES' BENEFITS	Legal Entity Name: HEALTH PLAN OF NEVADA
Agency Code: 950	Contractor Name: HEALTH PLAN OF NEVADA
Appropriation Unit: 1338-08	Address: 2720 North Tenaya Way
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: Michelle Walker 702-304-9623
	Vendor No.: T80601000B
	NV Business ID: NV19841007076
To what State Fiscal Year(s) will the contract be charged?	2018-2021
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	X Other funding 100.00 %
	74.08% State Subsidies ; 25.92% Premium Income

Agency Reference #: **RFP 3265**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HMO - South**

5. Purpose of contract:

This is a new contract that continues to provide HMO services in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$231,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Access to medical care and services are provided as a benefit to active and retired plan participants.

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

State employees are not licensed to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 06/30/2016 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:

Health Plan of Nevada is PEBP's current Southern Nevada HMO vendor. PEBP and PEBP participants are satisfied with the services provided by Health Plan of Nevada.

13. Is the contractor currently involved in litigation with the State 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	ceaton	01/10/2017 09:07:29 AM
Division Approval	ceaton	01/10/2017 09:07:31 AM
Department Approval	cglover	01/11/2017 13:57:34 PM
Contract Manager Approval	ceaton	01/11/2017 13:58:41 PM
Budget Analyst Approval	nhovden	01/13/2017 09:31:26 AM
BOE Agenda Approval	nhovden	01/13/2017 09:31:30 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: **18361**

Agency Name: PUBLIC EMPLOYEES' BENEFITS	Legal Entity Name: HOMETOWN HEALTH PLAN, INC.
Agency Code: 950	Contractor Name: HOMETOWN HEALTH PLAN, INC.
Appropriation Unit: 1338-08	Address: 830 Harvard Way
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: John Hager 775-982-3170
	Vendor No.: T27019413
	NV Business ID: NV19871019956

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 74.08% State Subsidies ; 25.92% Premium Income

Agency Reference #: **RFP 3265**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HMO - North**

5. Purpose of contract:

This is a new contract that continues to provide HMO services in northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$347,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Access to medical care and services are provided as a benefit to active and retired plan participants.

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

State employees are not licensed to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 06/30/2016 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:

Hometown Health is PEBP's current Northern Nevada HMO vendor. PEBP and PEBP participants are satisfied with the services provided by Hometown Health.

13. Is the contractor currently involved in litigation with the State 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	ceaton	01/10/2017 08:25:31 AM
Division Approval	ceaton	01/10/2017 08:25:33 AM
Department Approval	cglover	01/11/2017 13:58:18 PM
Contract Manager Approval	ceaton	01/11/2017 13:58:58 PM
Budget Analyst Approval	nhovden	01/13/2017 09:27:19 AM
BOE Agenda Approval	nhovden	01/13/2017 09:27:26 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14276** Amendment Number: **1**

Agency Name: **PUBLIC EMPLOYEES BENEFITS** Legal Entity Name: **STANDARD INSURANCE COMPANY**

Agency Code: **950** Contractor Name: **STANDARD INSURANCE COMPANY**

Appropriation Unit: **1338-08** Address: **1100 SW 6TH AVE**

Is budget authority available? **Yes** City/State/Zip: **PORTLAND, OR 97204-1010**

If "No" please explain: **Not Applicable** Contact/Phone: **971/321-3601**

Vendor No.: **T29000017**

NV Business ID: **NV19971294431**

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	100.00 % 67% State Subsidy/ 33% participant contributions

2. Contract start date:

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

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **Group Basic Life**

5. Purpose of contract:

This is the first amendment to the original contract to provide group basic life insurance and long term disability insurance to eligible Public Employees Benefit Program participants. This amendment increases the maximum amount from \$30,957,000 to \$46,194,505 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:	\$30,957,000.00	\$30,957,000.00	\$30,957,000.00	Yes - Action
2. Amount of current amendment (#1):	\$15,237,505.00	\$15,237,505.00	\$15,237,505.00	Yes - Action
3. New maximum contract amount:	\$46,194,505.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Basic life insurance for active and retired PEBP participants and long term disability for active employees are a part of the state's core benefit package.

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

The state of Nevada is not licensed as a life insurance provider.

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 from the evaluation committee. Some of the criteria used to score were: demonstrated competence, conformance with the terms of the RFP and experience in comparable engagements.

d. Last bid date: 01/01/2008 Anticipated re-bid date: 01/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Standard is currently under contract to provide basic life insurance and long term disability to the state of Nevada. PEBP is satisfied with the services provided by the Standard.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	12/16/2016 12:08:25 PM
Division Approval	ceaton	12/16/2016 12:08:28 PM
Department Approval	cglover	01/05/2017 11:49:01 AM
Contract Manager Approval	ceaton	01/05/2017 11:49:55 AM
Budget Analyst Approval	dstoddar	01/05/2017 11:57:18 AM
BOE Agenda Approval	nhovden	01/05/2017 16:09:09 PM

AGENCY: Public Employees' Benefits Program

CONTRACT #: 14276
 VENDOR: The Standard
 VENDOR #: T2900017 A
 VENDOR CONTACT Hsa.oreilly@standard.com; mellssa.walliker@standard.com
 DESCRIPTION: Group Basic Life Insurance
 CAT: 8
 GL: 7075

Original
 Amendment # 1

CONTRACT AUTHORITY: \$ 30,957,000.00
 CONTRACT PERIOD: 07/01/13 06/30/18

Contract Authority Remaining	\$ (15,237,505.16)
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RATES:
 Group Basic Life \$0.566 per \$1000 unit of benefit for active/retired participants
 LTD FY14 \$12.56 ea
 LTD FY15 \$14.06 ea
 LTD FY16-FY18 \$15.08 ea

FY	VOUCHER DATE	PERIOD OF PAYMENT	VOUCHER NUMBER	VOUCHER AMOUNT	CONTRACT AUTHORITY	BALANCE	FY TOTAL
			New Contract		30,957,000.00	30,957,000.00	
14	07/24/13	July 2013	PEBP0014350	464,056.53		30,492,943.47	
14	08/08/13	August 2013	PEBP0014405	464,209.00		30,028,734.47	
14	09/09/13	September 2013	PEBP0014461	465,803.87		29,562,930.60	
14	10/01/13	October 2013	PEBP0014500	468,213.68		29,094,716.92	
14	11/05/13	November 2013	PEBP0014561	470,403.26		28,624,313.66	
14	12/09/13	December 2013	PEBP0014642	472,877.99		28,151,435.67	
14	01/09/14	January 2014	PEBP0014720	471,853.62		27,679,582.05	
14	02/10/14	February 2014	PEBP0014798	473,778.03		27,205,804.02	
14	03/10/14	March 2014	PEBP0014877	474,857.97		26,730,946.05	
14	04/10/14	April 2014	PEBP0014987	475,742.26		26,255,203.79	
14	06/27/14	May 2014	PEBP0015160	461,145.20		25,794,058.59	
14	07/15/14	June 2014	PEBP0015189	462,071.40		25,331,987.19	\$ 5,625,012.81
15	09/19/14	July 2014	PEBP0015327	716,239.12		24,615,748.07	
15	10/02/14	August 2014	PEBP0015369	773,844.84		23,841,903.23	
15	11/10/14	September 2014	PEBP0015440	773,484.91		23,068,418.32	
15	12/22/14	October 2014	PEBP0015546	775,896.77		22,292,521.55	
15	12/23/14	November 2014	PEBP0015548	780,488.60		21,512,032.95	
15	01/29/15	December 2014	PEBP0015699	784,481.26		20,727,551.69	
15	02/20/15	January 2015	PEBP0015740	783,136.24		19,944,415.45	
15	04/01/15	February 2015	PEBP0015834	784,193.62		19,160,221.83	
15	04/29/15	March 2015	PEBP0015873	784,144.64		18,376,077.19	
15	05/29/15	April 2015	PEBP0015925	789,032.67		17,587,044.52	
15	06/25/15	May 2015	PEBP0015976	791,536.38		16,795,508.14	
15	07/22/15	June 2015	PEBP0016030	795,042.19		16,000,465.95	\$ 9,331,521.24
16	08/28/15	July 2015	PEBP0016086	815,772.41		15,184,693.54	
16	09/16/15	August 2015	PEBP0016117	817,230.75		14,367,462.79	
16	10/15/15	September 2015	PEBP0016165	825,535.42		13,541,927.37	
16	11/25/15	October 2015	PEBP0016222	831,965.66		12,709,961.71	
16	12/15/15	November 2015	PEBP0016256	836,789.14		11,873,172.57	
16	01/15/16	December 2015	PEBP0016298	840,149.10		11,033,023.47	
16	02/22/16	January 2016	PEBP0016372	839,940.40		10,193,083.07	
16	03/16/16	February 2016	PEBP0016402	841,023.40		9,352,059.67	
16	04/21/16	March 2016	PEBP0016469	840,914.86		8,511,144.81	
16	04/21/16	April 2016	PEBP0016470	841,708.35		7,669,436.46	
16	06/15/16	May 2016	PEBP0016581	846,876.48		6,822,559.98	
16	06/15/16	June 2016	PEBP0016582	842,285.51		5,980,274.47	\$ 10,020,191.48
17	07/08/16	July 2016	PEBP0016624	840,210.02		5,140,064.45	
17	08/05/16	August 2016	PEBP0016680	844,533.83		4,295,530.62	
17	10/05/16	September 2016	PEBP0016819	851,577.89		3,443,952.73	
17	10/05/16	October 2016	PEBP0016820	854,243.04		2,589,709.69	
17	11/15/16	November 2016	PEBP0016885	858,343.81		1,731,365.88	
17	12/12/16	December 2016	PEBP0016947	862,269.56		869,096.32	
17		January 2017		869,361.46		(265.14)	
17		February 2017		869,361.46		(869,626.60)	
17		March 2017		869,361.46		(1,738,988.06)	
17		April 2017		869,361.46		(2,608,349.52)	
17		May 2017		869,361.46		(3,477,710.98)	
17		June 2017		869,361.46		(4,347,072.44)	\$ 10,327,346.91
18		July 2017		907,536.06		(5,254,608.50)	
18		August 2017		907,536.06		(6,162,144.56)	
18		September 2017		907,536.06		(7,069,680.62)	
18		October 2017		907,536.06		(7,977,216.68)	
18		November 2017		907,536.06		(8,884,752.74)	
18		December 2017		907,536.06		(9,792,288.80)	
18		January 2018		907,536.06		(10,699,824.86)	
18		February 2018		907,536.06		(11,607,360.92)	
18		March 2018		907,536.06		(12,514,896.98)	
18		April 2018		907,536.06		(13,422,433.04)	
18		May 2018		907,536.06		(14,329,969.10)	
18		June 2018		907,536.06		(15,237,505.16)	\$ 10,890,432.72

Total Contract Payments Needed	46,194,505.16
Current Contract Authority	<u>(30,957,000.00)</u>
Total Work Program Amount	15,237,505.16

Projected Enrollment	FY17	FY18
State Actives	25,597	26,841
Non-State Actives	9	9
State Retirees	10,260	10,753
Non-State Retirees	6,816	6,579

Projections	\$14.15 PPM		\$7.08 PPM		\$15.08 PPM		Total
	Basic Life				LTD		
	Actives	Non-State Actives	Retirees	Non-State Retirees	Actives	Non-State Actives	
17 January 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
17 February 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
17 March 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
17 April 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
17 May 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
17 June 2017	\$ 362,197.55	\$ 127.35	\$ 72,640.80	\$ 48,257.28	\$ 386,002.76	\$ 135.72	\$ 869,361.46
18 July 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 August 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 September 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 October 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 November 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 December 2017	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 January 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 February 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 March 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 April 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 May 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06
18 June 2018	\$ 379,800.15	\$ 127.35	\$ 76,131.24	\$ 46,579.32	\$ 404,762.28	\$ 135.72	\$ 907,536.06

\$ 16,106,601.48

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18093**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	HOPE FOR PRISONERS INC
Agency Code:	902	Contractor Name:	HOPE FOR PRISONERS INC
Appropriation Unit:	4770-12	Address:	3430 E FLAMINGO RD STE 350
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89121-5067
If "No" please explain:	Not Applicable	Contact/Phone:	Jon Ponder 702/586-1371
		Vendor No.:	T29030073
		NV Business ID:	NV20121048039

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	100.00 % Career Enhancement Program

Agency Reference #: **#2075-18-ESD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2017**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/01/2017**Contract term: **211 days**4. Type of contract: **Contract**Contract description: **Training**

5. Purpose of contract:

This is a new contract to provide workforce reentry training to qualifying felons in: culinary training; facilities maintenance/ operations; commercial driver licensure and Occupational Safety and Health Administration training programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: \$14,400 for Culinary Training (SafeServ Certificate); \$13,413.75 for CDL Class B Licensing w/ Passenger Endorsement and DMV printout; \$14,970 for Facilities Maintenance and Operations; \$1,000 for OSHA 10 Training; and \$5,090.25 for Administrative Fees, with the total Contract not to exceed \$49,999.

II. JUSTIFICATION

7. What conditions require that this work be done?

By providing these types of training, prisoner rehabilitation and workforce reentry is enhanced, thus considerably reducing recidivism rates.

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

State employees are not able to provide this 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 161103

Approval Date: 11/01/2016

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

Sole Source

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	09/21/2016 11:53:14 AM
Division Approval	vleigh	11/03/2016 09:21:31 AM
Department Approval	vleigh	12/29/2016 12:08:10 PM
Contract Manager Approval	vleigh	01/12/2017 09:39:53 AM
Budget Analyst Approval	dluzzi	02/07/2017 07:24:06 AM
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	MSA	VARIOUS STATE AGENCIES	AMERICAN INSTITUTES FOR RESEARCH	OTHER: VARIOUS	\$200,000	
	Contract Description:	This is the first amendment to the original contract which provides grant project evaluator services to agencies statewide including, but not limited to, developing data and evaluation plans, developing performance measures and providing quantitative and qualitative program assessments of federal and state grant activities. This amendment increases the maximum amount from \$200,000 to \$400,000 due to an increased need for these services.				
		Term of Contract:	04/13/2016 - 04/12/2019	Contract #	17500	
2.	MSA	VARIOUS STATE AGENCIES	CENTURYLINK COMMUNICATIONS, LLC AND CENTRAL TELEPHONE COMPANY-NV	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract that continues ongoing telecommunication services, including voice and data transport systems for state agencies in Southern Nevada.				
		Term of Contract:	02/14/2017 - 02/29/2020	Contract #	18336	
3.	MSA	VARIOUS STATE AGENCIES	PTS OF AMERICA, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide transportation for prisoners in custody who need to be securely moved from one location to another.				
		Term of Contract:	02/15/2017 - 01/31/2021	Contract #	18363	
4.	MSA	VARIOUS STATE AGENCIES	US CORRECTIONS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide transportation for prisoners in custody who need to be securely moved from one location to another.				
		Term of Contract:	02/15/2017 - 01/31/2021	Contract #	18374	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17500** Amendment Number: **1**
 Agency Name: **MSA MASTER SERVICE AGREEMENTS** Legal Entity Name: **American Institutes for Research**
 Agency Code: **MSA** Contractor Name: **American Institutes for Research**
 Appropriation Unit: **9999 - All Categories** Address: **1000 Thomas Jefferson Street,**
 Is budget authority available?: **Yes** City/State/Zip: **Washington, DC 20007**
 If "No" please explain: **Not Applicable** Contact/Phone: **Nilva da Silva 202-403-5086**
 Vendor No.:
 NV Business ID: **NV20121141774**

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	100.00 % Various

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2016**
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **04/12/2019**
 Termination Date:
 Contract term: **2 years and 364 days**

4. Type of contract: **MSA**
 Contract description: **Grant Eval Services**

5. Purpose of contract:
This is the first amendment to the original contract which provides grant project evaluator services to agencies statewide including, but not limited to, developing data and evaluation plans, developing performance measures and providing quantitative and qualitative program assessments of federal and state grant activities. This amendment increases the maximum amount from \$200,000 to \$400,000 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:	\$200,000.00	\$200,000.00	\$200,000.00	Yes - Action
2. Amount of current amendment (#1):	\$200,000.00	\$200,000.00	\$200,000.00	Yes - Action
3. New maximum contract amount:	\$400,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
The contractor will be available to assist State of Nevada agencies in evaluating programs and projects.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The State does not employ grant project evaluators.

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):

H. Gil Peach & Associates, LLC
Garrett Consulting, LLC
Hornby Zeller Associates, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 3210 and in accordance with NRS 333, this vendor met the qualifications of the RFP and is 1 of 8 vendors selected by the appointed evaluation committee.

d. Last bid date: 11/10/2015 Anticipated re-bid date: 12/14/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	mstewa10	12/27/2016 11:30:11 AM
Division Approval	mstewa10	12/27/2016 11:30:15 AM
Department Approval	mstewa10	12/27/2016 11:30:18 AM
Contract Manager Approval	nfese1	12/28/2016 09:43:57 AM
Budget Analyst Approval	laaron	12/28/2016 15:50:50 PM
BOE Agenda Approval	sbrown	01/01/2017 09:30:04 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18336**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	CenturyLink Communications, LLC and Central Telephone Company-NV
Agency Code:	MSA	Contractor Name:	CenturyLink Communications, LLC and Central Telephone Company-NV
Appropriation Unit:	9999 - All Categories	Address:	100 CenturyLink Drive
Is budget authority available?:	Yes	City/State/Zip	Monroe, LA 71203
If "No" please explain:	Not Applicable	Contact/Phone:	Ellen Walker 702-244-1494
		Vendor No.:	PUR0000402
		NV Business ID:	NV19901012165

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFQ 3167 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**

Anticipated BOE meeting date 02/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/29/2020**Contract term: **3 years and 15 days**4. Type of contract: **MSA**Contract description: **Telecommunications**

5. Purpose of contract:

This is a new contract that continues ongoing telecommunication services, including voice and data transport systems for state agencies in Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

State employees need access to local telephone services in order to do their jobs.

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

Telecommunications are a regulated service and must be provided by a company certified by the Nevada Public Utilities Commission.

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

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

Inyo Networks
AT&T
Cox Communication

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3167, and in accordance with NRS 333, this contractor was one of four selected as the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/27/2014 Anticipated re-bid date: 10/26/2018

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor currently holds a contract for this service. Service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/27/2016 11:25:14 AM
Division Approval	mstewa10	12/27/2016 11:25:17 AM
Department Approval	mstewa10	12/27/2016 11:25:20 AM
Contract Manager Approval	tsmit2	12/27/2016 13:12:04 PM
DoIT Approval	rkeith	01/13/2017 08:18:44 AM
Budget Analyst Approval	knielsen	01/13/2017 16:33:28 PM
BOE Agenda Approval	sbrown	01/19/2017 13:28:47 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: **18363**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	PTS OF AMERICA, LLC
Agency Code:	MSA	Contractor Name:	PTS OF AMERICA, LLC
Appropriation Unit:	9999 - All Categories	Address:	PO BOX 171078
Is budget authority available?:	Yes	City/State/Zip:	NASHVILLE, TN 37217
If "No" please explain:	Not Applicable	Contact/Phone:	Tanisha Cheek 615/352-9798
		Vendor No.:	T32000125
		NV Business ID:	NV20111302924

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP 3283 - MT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2021**

Contract term: **3 years and 351 days**

4. Type of contract: **MSA**

Contract description: **Prisoner Transport**

5. Purpose of contract:

This is a new contract to provide transportation for prisoners in custody who need to be securely moved from one location to another.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: \$1.05 per mile for adult male or female and \$2.10 for juveniles. Minimum trip fee is \$350.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Courts order warrants for either new criminal activity or fugitives from justice. A Judge, District Attorney, or the Division of Parole and Probation establishes the scope of extradition for that offender. Regardless of where it happens, when an offender is apprehended within that scope, there is an obligation to return that offender to Nevada. The interstate commission of Adult Supervision (ICAOS) has established an Interstate Compact Agreement obligating Nevada to extradite fugitives back to this state.

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

The costs of transporting prisoners are significantly higher when State law enforcement agencies use their own officers and resources for transport. The State has neither the staff nor the budget to provide its own extraditions.

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):

PTS of America
US Extraditions

b. Solicitation Waiver: **Not Applicable**

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

Both proposing vendors were awarded contracts.

d. Last bid date: 09/21/2016 Anticipated re-bid date: 08/03/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the State's current vendor and has provided satisfactory services for the past five years.

13. Is the contractor currently involved in litigation with the State 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	mstewa10	01/10/2017 16:06:52 PM
Division Approval	mstewa10	01/10/2017 16:06:54 PM
Department Approval	mstewa10	01/10/2017 16:06:57 PM
Contract Manager Approval	mtroesch	01/10/2017 16:08:09 PM
Budget Analyst Approval	knielsen	01/17/2017 11:06:23 AM
BOE Agenda Approval	sbrown	01/19/2017 13:13:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18374**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: US Corrections, LLC
Agency Code: MSA	Contractor Name: US Corrections, LLC
Appropriation Unit: 9999 - All Categories	Address: 15720 Brixham Hill Ave #300
Is budget authority available?: Yes	City/State/Zip: Charlotte, NC 28277
If "No" please explain: Not Applicable	Contact/Phone: Dave Warden 704-705-1425
	Vendor No.: T27041177
	NV Business ID: NV20151231306

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP 3283 - MT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2017**
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2021**

Contract term: **3 years and 351 days**

4. Type of contract: **MSA**

Contract description: **Prisoner Transport**

5. Purpose of contract:

This is a new contract to provide transportation for prisoners in custody who need to be securely moved from one location to another.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: \$1.05 per adult male or female and \$2.10 for juveniles. Minimum trip fee is \$350.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Courts order warrants for either new criminal activity or fugitives fro justice. A Judge, District Attorney, or the Division of Parole and Probation establishes the scope of extradition for that offender. Regardless of where it happens, when an offender is apprehended within that scope, there is an obligation to return that offender to Nevada. The Interstate Commission of Adult Supervision (ICAOS) has established an Interstate compact Agreement obligating Nevada to extradite fugitives back to this state.

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

The costs of transporting prisoners are significantly higher when State law enforcement agencies use their own officers and resources for transport. The State has neither the staff nor budget to provide its own extraditions.

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):

PTS of America
US Corrections

b. Solicitation Waiver: **Not Applicable**

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

Both proposing vendors were awarded contracts.

d. Last bid date: 09/21/2016 Anticipated re-bid date: 08/03/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/11/2017 10:30:12 AM
Division Approval	mstewa10	01/11/2017 10:30:14 AM
Department Approval	mstewa10	01/11/2017 10:30:17 AM
Contract Manager Approval	mtroesch	01/17/2017 10:53:54 AM
Budget Analyst Approval	knielsen	01/17/2017 10:54:37 AM
BOE Agenda Approval	sbrown	01/19/2017 13:14:26 PM
BOE Final Approval	Pending	

INFORMATION ITEM CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	AMERICAN LOCK & KEY	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME	\$10,000	
		Contract Description: This is a new contract that continues ongoing full service locksmith services for various state-owned buildings in the Las Vegas area, on an as needed basis. Term of Contract: 02/01/2017 - 12/31/2020 Contract # 18338				
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	RESOURCE CONCEPTS, INC.	OTHER: AGENCY FUNDED CIP	\$49,995	Professional Service
		Contract Description: This is a new contract to provide professional architectural/engineering services for the pavement and concrete rehabilitation at the Capitol complex, CIP Project No. 17-A018; SPWD Contract No. 110833. Term of Contract: 12/22/2016 - 06/30/2021 Contract # 18337				
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	OCONNOR CONSTRUCTION MGT, INC.	GENERAL	\$13,500	Professional Service
		Contract Description: This is a new contract to provide miscellaneous/engineering services for the Nevada Department of Corrections Master Plan, CIP Project No. 15-S04a; SPWD Contract No. 110724. Term of Contract: 12/23/2016 - 06/30/2019 Contract # 18339				
4.	082	DEPARTMENT OF ADMINISTRATION ADMIN - STATE PUBLIC WORKS DIVISION All Budget Accounts	LUMOS & ASSOCIATES, INC.	OTHER: AGENCY FUNDED CIP	\$12,300	Professional Service
		Contract Description: This is a new contract to provide professional architectural/engineering services for the Nevada Army National Guard Harry Reid Training Center Field Maintenance Shop Loading Dock, CIP Project No. 17-A013; SPWD Contract No. 110793. Term of Contract: 01/06/2017 - 06/30/2021 Contract # 18358				
5.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	LOFTIN EQUIPMENT CO., INC.	GENERAL	\$38,310	
		Contract Description: This is a new contract that continues ongoing service, testing and maintenance of emergency generators the campus. Term of Contract: 12/23/2016 - 12/31/2018 Contract # 18323				
6.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - MARIJUANA HEALTH REGISTRY	INFORMATIONAL INTERNATIONAL ASSOCIATES, INC.	FEE: REVENUE	\$20,000	Sole Source
		Contract Description: This is a new contract to provide code review and vulnerability assessments of the Medical Marijuana Database. Term of Contract: 01/11/2017 - 03/31/2017 Contract # 18369				
7.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	INNOVATIVE COMMUNICATIONS SYSTEMS, LLC	GENERAL	\$31,549	
		Contract Description: This is a new contract to provide for replacement of the failing intercom system at the Independence High School. This project was approved for deferred maintenance. Term of Contract: 01/05/2017 - 06/30/2017 Contract # 18299				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	RIDGE HOUSE, INC.	GENERAL	\$20,146	
	Contract Description:	This is a new contract that continues ongoing offender assessments for a minimum of 36 NDOC inmates housed at Northern Nevada Transitional Housing. Provided services are part of Nevada's strategic recidivism reduction plan to assist offenders with completion of a re-entry plan as they prepare for release from incarceration. An individual care plan will be developed for offenders pre-release and as needed, will provide comprehensive case management for outpatient care.				
		Term of Contract:	12/22/2016 - 06/30/2017	Contract # 18233		
9.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	RIDGE HOUSE, INC.	FEDERAL	\$41,030	
	Contract Description:	This is a new contract to provide offender assessments for a minimum of 48 NDOC inmates as part of Nevada's Second Chance Act Re-Entry Grant to assist offenders as they prepare for release from incarceration and transition back into the community. An individual care plan will be developed for targeted offenders convicted of property crimes with substance abuse issues. Measures of success will follow the targeted population through the program as part of the grant.				
		Term of Contract:	12/22/2016 - 09/30/2017	Contract # 18235		
10.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	IDEATION, INC.	FEDERAL	\$14,424	
	Contract Description:	This is a new contract to provide training on the fundamentals of benefit cost analysis based on the certification course provided by the Federal Emergency Management Agency - Emergency Management Institute.				
		Term of Contract:	01/08/2017 - 03/31/2017	Contract # 18310		
11.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	TRIED & TRUE, PATRIOTIC MANAGEMENT, INC.	FEE: SPORTSMEN & APPLICATION HUNT	\$13,760	
	Contract Description:	This is a new contract to provide assistance with the development of two Requests for Proposals for two major interactive databases.				
		Term of Contract:	01/05/2017 - 06/30/2017	Contract # 18359		
12.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	TIMMONS GROUP, INC.	FEDERAL	\$48,975	
	Contract Description:	This is a new contract to provide a Comprehensive Data Management Strategy Implementation Plan for identifying the priorities and the data needed to meet the Department's needs.				
		Term of Contract:	01/13/2017 - 06/30/2017	Contract # 18332		
13.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS - NON-EXEC	NETSUITE, INC.	FEE: OVERAGE	\$28,975	
	Contract Description:	This is a new contract implementing, configuring, customizing and/or integrating the software application for the division.				
		Term of Contract:	01/05/2017 - 12/30/2017	Contract # 18357		
14.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	FLIGHT CHECK, LTD	GENERAL	\$12,950	
	Contract Description:	This is the first amendment to the original contract which provides onsite training, both ground and flight, to pilots flying Nevada Division of Forestry Bell Uh-1H series helicopters. This amendment increases the maximum amount from \$55,000 to \$67,950 to allow for additional training.				
		Term of Contract:	04/09/2013 - 06/30/2017	Contract # 14140		
15.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	NEVADA RURAL HOUSING AUTHORITY	OTHER: SUPPLEMENTAL ENVIRONMENTAL PROJECTS FUNDS 66.7% FEDERAL 33.3%	\$10,000	
	Contract Description:	This is the second amendment to the original inter-local agreement which provides for the replacement of non EPA-compliant wood stoves in Carson City and Douglas County for low income families. This amendment increases the maximum amount from \$20,000 to \$30,000. Extends the contract term from June 30, 2017 to June 30, 2018 and due to a Multi-Purposes Grant.				
		Term of Contract:	10/13/2015 - 06/30/2018	Contract # 17049		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	NORTHWEST HYDRAULIC CONSULTANTS, INC.	FEDERAL	\$49,936	
		Contract Description: This is a new contract to compile and assess available data to gain the most up-to-date understanding of Tahoe stormwater treatment facilities and make recommendations for adjusting Pollutant Load Reduction Model parameters. Term of Contract: 12/29/2016 - 12/31/2018 Contract # 18272				
17.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	NEVADA STATE PUBLIC HEALTH LABORATORY, BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	FEDERAL	\$29,613	Exempt
		Contract Description: This is a new contract to provide for the exploration of lead in drinking water at Nevada elementary schools. Term of Contract: 01/17/2017 - 09/30/2018 Contract # 18326				
18.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS	OLIVER WYMAN ACTUARIAL CONSULTING, INC.	OTHER: ALLOCATION FROM FUND FOR WORKERS COMPENSATION AND SAFETY	\$18,000	
		Contract Description: This is a new contract to provide actuarial services for valuing permanent partial disability indemnity settlement amounts. Term of Contract: 01/04/2017 - 06/30/2017 Contract # 18191				
19.	751	DEPARTMENT OF BUSINESS AND INDUSTRY - TRANSPORTATION SERVICES AUTHORITY	EDULOKA LIMITED	FEE: DRIVER PERMITS	\$37,091	Professional Service
		Contract Description: This is a new contract to provide maintenance and support for the Driver's Permit Database in accordance with NRS 706.462. Term of Contract: 01/05/2017 - 12/31/2019 Contract # 18313				
20.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	JENSON TOTAL SERVICES, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$16,000	
		Contract Description: This is the first amendment to the original contract which continues ongoing maintenance and repair services of heating, ventilating and air conditioning units, commercial refrigerators and refrigeration units, freezers, ice-makers, reach-ins and display units. This amendment increases the maximum amount from \$24,500 to \$40,500 due to an increase in unexpected expensive repairs and due to continued need for these services. Term of Contract: 07/01/2016 - 06/30/2018 Contract # 17816				
21.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION	MISSION CRITICAL SPECIALISTS	FEDERAL	\$26,160	
		Contract Description: This is a new contract which continues ongoing preventative maintenance service of the power distribution system, uninterruptible power system and stationary battery system located at the Bureau of Disability Adjudication office in Carson City. Term of Contract: 01/11/2017 - 12/31/2020 Contract # 18027				

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18338**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: AMERICAN LOCK & KEY
Agency Code: 082	Contractor Name: AMERICAN LOCK & KEY
Appropriation Unit: 1349-12	Address: 837 S RAINBOW BLVD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89145-6238
If "No" please explain: Not Applicable	Contact/Phone: 702-434-5397
	Vendor No.: T29028568
	NV Business ID: NV20081017088

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	X Fees	100.00 % Buildings and Grounds Building Rental Income Fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **ASD 2389636**

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: **12/31/2020**
Contract term: **3 years and 334 days**

4. Type of contract: **Contract**
Contract description: **repair door locks**

5. Purpose of contract:
This is a new contract that continues ongoing full service locksmith services for various state-owned buildings in the Las Vegas area, on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: Hourly Rate: \$85, Monday-Friday 8:30am-5:00pm and Saturday 9:00am-3:00pm; Overtime and Holiday Rate: \$127.50 per hour; Estimates are free in Las Vegas and Henderson, estimates for the surrounding areas are charged at the hourly rate.

II. JUSTIFICATION

7. What conditions require that this work be done?
Repair, maintenance or replace lock/keying/door hardware systems at state owned buildings at the request of Buildings and Grounds,

8. Explain why State employees in your agency or other State agencies are not able to do this work:
This contract will cover locksmith work that is beyond the capability of Buildings and Grounds.

9. Were quotes or proposals solicited? **Yes**
Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Statewide Solicitation

b. Solicitation Waiver: **Not Applicable**

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

This is one of several vendors available for use per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works board pre-qualified bidder.

d. Last bid date: 12/01/2016 Anticipated re-bid date: 12/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

yes, since 2011 by different departments, service 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	csweeney	01/06/2017 11:49:06 AM
Division Approval	csweeney	01/06/2017 11:49:09 AM
Department Approval	csweeney	01/06/2017 11:49:12 AM
Contract Manager Approval	ssands	01/06/2017 13:04:04 PM
Budget Analyst Approval	jrodrig9	01/25/2017 15:06:55 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: **18337**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	RESOURCE CONCEPTS INC
Agency Code:	082	Contractor Name:	RESOURCE CONCEPTS INC
Appropriation Unit:	1349-14	Address:	340 N MINNESOTA ST
Is budget authority available?:	No	City/State/Zip:	CARSON CITY, NV 89703-4152
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 710-1349 expenditure category 14.		Contact/Phone:	775/883-1600
		Vendor No.:	T12785100
		NV Business ID:	NV19781005208

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency funded CIP

Agency Reference #: 110833

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/22/2016**
Anticipated BOE meeting date 01/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**
Contract term: **4 years and 190 days**

4. Type of contract: **Contract**
Contract description: **Arch/Eng Serv**

5. Purpose of contract:
This is a new contract to provide professional architectural/engineering services for the pavement and concrete rehabilitation at the Capitol complex, CIP Project No. 17-A018; SPWD Contract No. 110833.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$49,995.00**
Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?
2017 Agency CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

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	dgrimm	12/21/2016 15:46:46 PM
Division Approval	dgrimm	12/21/2016 15:46:49 PM
Department Approval	dgrimm	12/21/2016 15:46:52 PM
Contract Manager Approval	dgrimm	12/22/2016 12:44:47 PM
Budget Analyst Approval	dstoddar	12/22/2016 13:10:51 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: **18339**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: OCONNOR CONSTRUCTION MGT INC
Agency Code: 082	Contractor Name: OCONNOR CONSTRUCTION MGT INC
Appropriation Unit: 1585-41	Address: STE 211
Is budget authority available?: Yes	2821 W HORIZON RIDGE PKWY
If "No" please explain: Not Applicable	City/State/Zip: HENDERSON, NV 89052
	Contact/Phone: 702/896-6926
	Vendor No.: T29009786
	NV Business ID: NV19961073455

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **110724**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/23/2016**

Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **2 years and 188 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

This is a new contract to provide miscellaneous/engineering services for the Nevada Department of Corrections Master Plan, CIP Project No. 15-S04a; SPWD Contract No. 110724.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,500.00**

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?

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	dgrimm	12/22/2016 15:46:32 PM
Division Approval	dgrimm	12/22/2016 15:46:35 PM
Department Approval	dgrimm	12/22/2016 15:46:39 PM
Contract Manager Approval	dgrimm	12/22/2016 15:59:44 PM
Budget Analyst Approval	dstoddar	12/23/2016 13:16:37 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: **18358**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	LUMOS & ASSOCIATES, INC.
Agency Code:	082	Contractor Name:	LUMOS & ASSOCIATES, INC.
Appropriation Unit:	All Appropriations	Address:	9222 PROTOTYPE DR
Is budget authority available?:	No	City/State/Zip	RENO, NV 89521-8989
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will reside in the Account 101-3650 expenditure category 10.		Contact/Phone:	775-852-7887
		Vendor No.:	T80912843
		NV Business ID:	NV19791006982

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency funded CIP

Agency Reference #: 110793

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/06/2017**

Anticipated BOE meeting date 02/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **4 years and 175 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Nevada Army National Guard Harry Reid Training Center Field Maintenance Shop Loading Dock CIP project: CIP Project No. 17-A013; SPWD Contract No. 110793.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,300.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP

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

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	dgrimm	12/30/2016 15:19:27 PM
Division Approval	dgrimm	12/30/2016 15:19:29 PM
Department Approval	dgrimm	12/30/2016 15:19:32 PM
Contract Manager Approval	dgrimm	12/30/2016 15:24:52 PM
Budget Analyst Approval	jrodrig9	01/06/2017 12:03:21 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: **18323**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	LOFTIN EQUIPMENT CO INC
Agency Code:	406	Contractor Name:	LOFTIN EQUIPMENT CO INC
Appropriation Unit:	3161-07	Address:	12 N 45th Avenue
Is budget authority available?:	Yes	City/State/Zip:	PHOENIX, AZ 85005
If "No" please explain:	Not Applicable	Contact/Phone:	Pat Patterson 800-437-4376
		Vendor No.:	T29019896A
		NV Business ID:	NV19901033368

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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C15860**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/23/2016**

Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **2 years and 8 days**

4. Type of contract: **Contract**

Contract description: **Generator Maintenanc**

5. Purpose of contract:

This is a new contract that continues ongoing service, testing, and maintenance of campus wide emergency generators for the Southern Nevada Adult Mental Health Services

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,310.00**

Payment for services will be made at the rate of \$1,160.00 per month

Other basis for payment: Plus annual fees of \$3,655 for full servicing and \$2,740 for 2 load tests on each of 3 generators.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission accreditation standards for health and safety, this equipment needs to be serviced to meet the needs of the Southern Nevada Adult Mental Health Services campus in the event of a power failure. If the generators are not properly maintained and serviced, their life expectancy can be shortened as well as having the potential for catastrophic failure.

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

There are currently no State employees here or available elsewhere within the State to do the required work needed to maintain this equipment to safety standards.

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):

Loftin Equipment Co.
Cummins Rocky Mountain, LLC
Cashman Equipment

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen above the others because of the quality work they have done at the facility in the past and their familiarity of the equipment to be serviced. They were also the lowest qualified bidder.

d. Last bid date: 08/01/2016 Anticipated re-bid date: 08/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided service to Southern Nevada Adult Mental Health Services since 10/2012 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	chadwic1	12/16/2016 18:44:01 PM
Division Approval	chadwic1	12/16/2016 18:44:05 PM
Department Approval	jkolenut	12/20/2016 13:53:27 PM
Contract Manager Approval	rfine	12/22/2016 08:31:46 AM
Budget Analyst Approval	dstoddar	12/23/2016 15:21:00 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18369**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: Informational International Associates, Inc.
Agency Code: 406	Contractor Name: Informational International Associates, Inc.
Appropriation Unit: 4547-04	Address: 104 Union Valley Rd.
Is budget authority available?: Yes	City/State/Zip: Oak Ridge, TN 37830
If "No" please explain: Not Applicable	Contact/Phone: Tony Rucci 865-719-1715
	Vendor No.: Pending
	NV Business ID: N/A

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 %	X	Fees	100.00 %	4543/4547 Revenue Fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: C 15917

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/11/2017**

Anticipated BOE meeting date 01/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2017**

Contract term: **78 days**

4. Type of contract: **Contract**

Contract description: **Database Assessment**

5. Purpose of contract:

This is a new contract to provide code review and vulnerability assessments of the Medical Marijuana Database.

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?

Potential Data Exposure of Medical Marijuana Patient, Cardholder and POS Database.

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

Vendor is an ISO 9001:2008-, ISO 20000:2011-, and CMMI Level 3 (Services)-certified large business with expertise ranging from information policy to systems development to operations of government systems and facilities throughout the United States and Europe. This vendor will provide a secondary level assessment at level of expertise that is not available from internal state employees at this time.

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 #: Emergency Email Confirmation

Approval Date: 01/05/2017

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

This vendor was recommended by high-level IT officials in the State of Nevada and their Cyber Security Task Force.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

Per the Secretary of State's Office, the vendor does not require a Nevada Business License if they are not going to physically work in the State of Nevada. This vendor will perform their services remotely.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

The merger was dissolved when the vendor moved out of the state.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

The Secretary of State does not maintain records on non-registered entities.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	01/11/2017 08:38:49 AM
Division Approval	rmorse	01/11/2017 08:38:52 AM
Department Approval	jkolenut	01/11/2017 09:01:29 AM
Contract Manager Approval	rmorse	01/11/2017 09:21:29 AM
Budget Analyst Approval	bwooldri	01/11/2017 10:35:11 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: **18299**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	INNOVATIVE COMMUNICATIONS SYSTEMS, LLC
Agency Code:	409	Contractor Name:	INNOVATIVE COMMUNICATIONS SYSTEMS, LLC
Appropriation Unit:	3259-95	Address:	1625 E Prater Way Ste 104
Is budget authority available?:	Yes	City/State/Zip:	Sparks, NV 89434-8963
If "No" please explain:	Not Applicable	Contact/Phone:	Jeffrey Bowers 775/825-2011
		Vendor No.:	PUR0003912
		NV Business ID:	NV20041241387

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

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

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/05/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **175 days**

4. Type of contract: **Contract**

Contract description: **Intercom Install**

5. Purpose of contract:

This is a new contract to provide the replacement of the failing intercom system at the Independence High School. This project was approved for deferred maintenance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,548.59**

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. State budgeting approved the budget for a deferred maintenance project to replace the failing intercom system at the Independence High School.

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

This project requires the purchase of equipment and installation that the facility staff are not trained to perform.

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):

**State Fire DC Specialties
Innovative Communication Systems
Edentics**

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor 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?

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	dander16	11/30/2016 09:24:05 AM
Division Approval	mmason	12/27/2016 14:45:49 PM
Department Approval	jkolenut	12/30/2016 10:03:13 AM
Contract Manager Approval	sknigge	12/30/2016 14:12:35 PM
Budget Analyst Approval	dreynol2	01/05/2017 14:53:24 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: **18233**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: RIDGE HOUSE, INC
Agency Code: 440	Contractor Name: RIDGE HOUSE, INC
Appropriation Unit: 3711-15	Address: 900 W 1ST ST STE 200
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89503-5587
If "No" please explain: Not Applicable	Contact/Phone: Steven Burt, Executive Director 775/322-8941
	Vendor No.: T80938781
	NV Business ID: NV19821007967

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.

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/22/2016**

Anticipated BOE meeting date **12/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **189 days**

4. Type of contract: **Contract**

Contract description: **Re-Entry Services**

5. Purpose of contract:

This is a new contract that continues ongoing offender assessments for a minimum of 36 NDOC inmates housed at Northern Nevada Transitional Housing. Provided services are part of Nevada's strategic recidivism reduction plan to assist offenders with completion of a re-entry plan as they prepare for release from incarceration. An individual care plan will be developed for offenders pre-release and as needed, will provide comprehensive case management for out patient care.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,146.50**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pre-release and post release offenders are in much need of assistance to help with a more successful transition when released. This contract will provide an assessment and help with: obtaining identification; applying for insurance; registering with selective service; preparing a housing plan; High School Equivalency preparation; completion of skills and interests survey; pre-employment counseling; career exploration; assistance with resume development; work ethics training and interviewing skills training.

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

Historically, the department has outsourced these services in an effort to provide offenders with much needed tools from qualified professionals in an effort to reduce recidivism. No other state agency offers this service.

9. Were quotes or proposals solicited? **Yes**

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

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

Ridge House, Inc.
Catholic Charity
West Care

b. Solicitation Waiver: **Not Applicable**

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

There are providers that offer different components, but we are limited on programs specifically for veterans and inmates, including housing sex-offenders. It was determined that this vendor best meets the needs of the department for cost and services required.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previous 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:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	12/20/2016 16:34:54 PM
Division Approval	sewart	12/21/2016 08:57:54 AM
Department Approval	sewart	12/21/2016 15:48:45 PM
Contract Manager Approval	jhardy	12/21/2016 16:06:35 PM
Budget Analyst Approval	dstoddar	12/22/2016 12:20:39 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18235**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: RIDGE HOUSE, INC
Agency Code: 440	Contractor Name: RIDGE HOUSE, INC
Appropriation Unit: 3711-22	Address: 900 W 1ST ST STE 200
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89503-5587
If "No" please explain: Not Applicable	Contact/Phone: Steven Burt, Executive Director 775/322-8941
	Vendor No.: T80938781
	NV Business ID: NV19821007967

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/22/2016**

Anticipated BOE meeting date 12/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2017**Contract term: **281 days**4. Type of contract: **Contract**Contract description: **Re-Entry Services**

5. Purpose of contract:

This is a new contract to provide offender assessments for a minimum of 48 NDOC inmates as part of Nevada's Second Chance Act Re-Entry Grant to assist offenders as they prepare for release from incarceration and transition back into the community. An individual care plan will be developed for targeted offenders with substance abuse issues and convicted of property crimes. Measures of success will follow the targeted population through the program as part of the Second Chance Act Re-Entry Grant.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,030.00**

Other basis for payment: Monthly invoicing based on services provided and the number of clients assisted.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada was awarded the Second Chance Grant Act Implementation Funding which requires the department to work with a community organization that will provide a range of services for offenders close to being released. Services include: employment, recovery, housing, education and as needed behavioral health, substance abuse and counseling services. This also meets the grant requirements for integrated service and to ensure continuity of care into the community with NDOC Parole and Probation.

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

Historically, the department has outsourced these services in an effort to provide offenders with much needed tools from a qualified professional to reduce recidivism. The NDOC Re-Entry program does not perform these services and no other state agency offers these services.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This vendor is a required partner as approved under the Federal grant award.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previous 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:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	12/20/2016 16:38:23 PM
Division Approval	sewart	12/21/2016 09:03:54 AM
Department Approval	sewart	12/21/2016 15:38:07 PM
Contract Manager Approval	jhardy	12/21/2016 16:07:47 PM
Budget Analyst Approval	dstoddar	12/22/2016 12:17:09 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18310**

Agency Name: DPS-EMERGENCY MANAGEMENT	Legal Entity Name: Ideation, Inc.
Agency Code: 654	Contractor Name: Ideation, Inc.
Appropriation Unit: 3673-23	Address: 11343 Sunset Hills Road
Is budget authority available?: Yes	City/State/Zip: Reston, VA 20190
If "No" please explain: Not Applicable	Contact/Phone: Anita Tipler 888-360-4332
	Vendor No.:
	NV Business ID: NV20161698882
To what State Fiscal Year(s) will the contract be charged? 2017	

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2017**

Contract term: **81 days**

4. Type of contract: **Contract**

Contract description: **BCA Training**

5. Purpose of contract:

This is a new contract to provide training on the fundamentals of benefit cost analysis based on the certification course provided by the Federal Emergency Management Agency - Emergency Management Institute.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,424.14**

Payment for services will be made at the rate of \$14,424.14 per null

Other basis for payment: **payment completion of training and receipt and acceptance of invoice.**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is for 2 (two) days of classroom benefit cost analysis (BCA) training that meets FEMA standards and 1 (one) day of customized training related to specific Nevada projects. During the Federal 2016 grant cycle Nevada had projects statewide that were determined by FEMA to have benefit cost analysis issues and did not meet Hazard Mitigation Assistance (HMA) requirements. This training will provide attendees with a complete understanding of the BCA tool. The vendor will provide suggestions for improvement on Nevada project applications that were found to not meet HMA requirements.

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 level of expertise to provide the training and individualized review and improvement suggestions. The vendor's instructors have over 5 years of experience delivering this FEMA based BCA and HMA training. The State of Arizona engaged this vendor to provide training and all previously rejected projects were accepted and funded by FEMA.

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):

Ideation, Inc
Dewberry
CDM Smith

b. Solicitation Waiver: **Not Applicable**

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

Two vendors responded to the divisions information solicitation. The selected vendor is currently contracted by FEMA to conduct this training and was recently contracted by the State of Arizona to conduct this training with positive funding results. A third vendor was contacted but never responded.

d. Last bid date: 11/08/2016 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	jlun1	01/04/2017 08:11:59 AM
Division Approval	dmunns	01/06/2017 11:10:21 AM
Department Approval	mcar2	01/06/2017 11:20:52 AM
Contract Manager Approval	mcar2	01/06/2017 11:20:55 AM
Budget Analyst Approval	jrodrig9	01/25/2017 15:14:15 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: **18359**

Agency Name: DEPARTMENT OF WILDLIFE Agency Code: 702 Appropriation Unit: 4461-11 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: Tried & True, Patriotic Management, Inc. Contractor Name: Tried & True, Patriotic Management, Inc. Address: 5401 Longley Lane, Suite 40 City/State/Zip: Reno, NV 89511 Contact/Phone: Tami Fruhwirth 775-420-5300 Vendor No.: NV Business ID: NV20141268682
--	--

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 %	X	Fees	100.00 %	Sportsmen & Application Hunt
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **17-43**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/05/2017**
 Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **175 days**

4. Type of contract: **Contract**

Contract description: **NWDS/AHS RFP Writing**

5. Purpose of contract:

This is a new contract to provide assistance with the development of two Request for Proposal's for two major interactive databases.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,760.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The current contract is expiring soon and the Department will need to complete two Request for Proposals for the development of the Nevada Wildlife Data System and the Application Hunt System.

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

NDOW does not have employees with the required expertise in writing Request for Proposals for the Nevada Wildlife Data System and the Application Hunt 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):

JMT Technology Group
NIC
Tried & True, Patriotic Project Management, Inc.
Info-Matrix

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #17-02, 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?

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	01/03/2017 09:48:05 AM
Division Approval	lgleason	01/03/2017 10:55:07 AM
Department Approval	eobrien	01/04/2017 08:38:04 AM
Contract Manager Approval	dwendell	01/04/2017 12:44:43 PM
Budget Analyst Approval	cpalme2	01/05/2017 13:41:53 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: **18332**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: Timmons Group, Inc.
Agency Code: 702	Contractor Name: Timmons Group, Inc.
Appropriation Unit: 4464-26	Address: 1001 Boulders Parkway, Suite 300
Is budget authority available?: Yes	City/State/Zip: North Chesterfield, VA 23225
If "No" please explain: Not Applicable	Contact/Phone: 804-200-6951
	Vendor No.: T29035751
	NV Business ID: NV20141168085

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

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **17-40**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **167 days**

4. Type of contract: **Contract**

Contract description: **Comprehensive Plan**

5. Purpose of contract:

This is a new contract to provide a Comprehensive Data Management Strategy Implementation Plan for identifying the priorities and the data needed to meet the Department's needs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,975.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will identify and prioritize specific business needs, practices, workflows, or products that rely on data collected and maintained by the Department.

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

The Department does not have staff qualified to preform this type of work.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #17-03, 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?

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	dwendell	12/15/2016 14:08:08 PM
Division Approval	lgleason	12/15/2016 15:25:01 PM
Department Approval	eobrien	01/06/2017 08:38:32 AM
Contract Manager Approval	dwendell	01/10/2017 15:55:12 PM
Budget Analyst Approval	cpalme2	01/13/2017 15:57:48 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: **18357**

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: **Netsuite, Inc.**
 Contractor Name: **Netsuite, Inc.**
 Address: **2955 Campus Drive Suite 100**
 City/State/Zip: **San Mateo, CA 94403**
 Contact/Phone: **Laura Schultz 650-627-1064**
 Vendor No.:
 NV Business ID: **NV20121718649**

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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

General Funds	0.00 %	X	Fees	100.00 % Fee Overage
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 **01/05/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/30/2017**

Contract term: **359 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract for professional service for the process and implementing, configuring, customizing and/or integrating the software application for Nevada Division of State Parks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,975.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State Parks has no electronic means to track annual user fees.

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

We don't have the technical knowledge to develop the software.

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 only bid received.

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	sdecrona	12/30/2016 14:19:44 PM
Division Approval	sdecrona	12/30/2016 14:19:46 PM
Department Approval	sdecrona	12/30/2016 14:19:48 PM
Contract Manager Approval	sdecrona	12/30/2016 14:19:51 PM
DoIT Approval	rkeith	01/04/2017 14:10:13 PM
Budget Analyst Approval	cpalme2	01/05/2017 08:43:01 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: **14140** Amendment Number: **1**
 Agency Name: **FORESTRY DIVISION** Legal Entity Name: **FLIGHT CHECK LTD**
 Agency Code: **706** Contractor Name: **FLIGHT CHECK LTD**
 Appropriation Unit: **4195-69** Address: **5905 MCCART AVE**
 Is budget authority available?: **Yes** City/State/Zip: **FORT WORTH, TX 76133-2426**
 If "No" please explain: **Not Applicable** Contact/Phone: **RANDY BECHTEL 817/346-9220**
 Vendor No.: **T29030203**
 NV Business ID: **NV20151234916**

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

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

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDF13-004**

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 **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**
 Contract term: **4 years and 83 days**

4. Type of contract: **Contract**
 Contract description: **Flight Training**

5. Purpose of contract:
This is the first amendment to the original contract which provides onsite training, both ground and flight, to pilots flying Nevada Division of Forestry (NDF) Bell UH-1H series helicopters. This amendment increases the maximum amount from \$55,000 to \$67,950 to allow for additional training.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$55,000.00	\$55,000.00	\$55,000.00	Yes - Action
2. Amount of current amendment (#1):	\$12,950.00	\$12,950.00	\$12,950.00	Yes - Info
3. New maximum contract amount:	\$67,950.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
Training for pilots is mandatory per federal and state law. The Bell UH-1H helicopters that the Division of Forestry flies have had many modifications to fit the agency's mission. This training is provided in the Division's modified helicopters rather than in a standard UH-1H.

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

No state employees are licensed to provide Bell UH-1H series specific flight and ground school training.

- 9. Were quotes or proposals solicited? Yes
- Was the solicitation (RFP) done by the Purchasing Division? No

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was the most cost effective and they tailor the course specific to NDF needs. Because NDF's aircraft have modifications such as fast fins and tail boom strakes, the training must be specific to NDF's helicopters. Additionally, this contract has provided this service to the NDF in the past.

d. Last bid date: 02/11/2013 Anticipated re-bid date: 01/02/2017

- 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:

This contractor is currently under contractor with the Division of Forestry. The services provided are verified 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:
LP

- 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	12/19/2016 15:53:51 PM
Division Approval	dprather	01/03/2017 07:04:10 AM
Department Approval	dprather	01/03/2017 07:04:14 AM
Contract Manager Approval	ldunn	01/03/2017 09:20:45 AM
Budget Analyst Approval	cpalme2	01/05/2017 14:14:16 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: **17049** Amendment Number: **2**

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION** Legal Entity Name: **NEVADA RURAL HOUSING AUTHORITY**

Agency Code: **709** Contractor Name: **NEVADA RURAL HOUSING AUTHORITY**

Appropriation Unit: **3185-04** Address: **3695 DESATOYA DR.**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **Roy Smith 775/887-1795**

Vendor No.: **T80989222**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	33.30 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	66.70 % Supplemental Environmental Projects Funds

Agency Reference #: 16-005

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2015**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 261 days**

4. Type of contract: **Contract**

Contract description: **Low Income Woodstove**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for an interlocal agreement to provide for the replacement of non EPA-compliant wood stoves in Carson City and Douglas County for low income families. This amendment increases the maximum amount from \$20,000 to \$30,000. The contract term is also being extended from June 30, 2017 to June 30, 2018. The additional funds will be provided from a new Multi-Purposes Grant.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$69,000.00	\$69,000.00	\$69,000.00	Yes - Action
a. Amendment 1:	-\$49,000.00	\$20,000.00	\$20,000.00	Yes - Info
2. Amount of current amendment (#2):	\$10,000.00	\$10,000.00	-\$39,000.00	Yes - Info
3. New maximum contract amount:	\$30,000.00			
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?

The US Environmental Protection Agency (EPA) has proposed stricter National Ambient Air Quality Standards (NAAQS) for PM2.5, prompting the need for reduced emissions from woodstoves in the Carson City and Douglas County areas.

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

Nevada Rural Housing, through its existing Weatherization Assistance Program, has already established the framework for the project.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Health and Human Services, Division of Welfare & Supportive Services July 2010 - June 2014. Service was satisfactory. NV Division of Environmental Protection (current contract). Service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	01/05/2017 09:25:49 AM
Division Approval	jkinde1	01/10/2017 11:11:59 AM
Department Approval	jkinde1	01/10/2017 11:12:02 AM
Contract Manager Approval	cnewto1	01/10/2017 11:15:39 AM
Budget Analyst Approval	cpalme2	01/12/2017 08:45:29 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18272**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: NORTHWEST HYDRAULIC CONSULTANTS, INC.
Agency Code: 709	Contractor Name: NORTHWEST HYDRAULIC CONSULTANTS, INC.
Appropriation Unit: 3193-13	Address: 3351 Lake Tahoe Blvd Suite 4
Is budget authority available?: Yes	City/State/Zip: South Lake Tahoe, CA 96150
If "No" please explain: Not Applicable	Contact/Phone: Brent Wolfe, PE 206/241-6000
	Vendor No.: T27030678
	NV Business ID: nv20101663580

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP17-012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/29/2016**
Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**
Contract term: **2 years and 2 days**

4. Type of contract: **Contract**
Contract description: **PLRM Evaluation**

5. Purpose of contract:
This is a new contract to compile and assess available data to gain the most up-to-date understanding of Tahoe stormwater treatment facilities and make recommendations for adjusting Pollutant Load Reduction Model parameters.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$49,936.00**

II. JUSTIFICATION

7. What conditions require that this work be done?
The U.S. Environmental Protection Agency provides federal Clean Water Act Section 106 funds to the State of Nevada, Division of Environmental Protection to provide statewide protection and improvements in water quality.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The Federal government via the Clean Water Act requires states to allocate funds to regional public comprehensive planning agencies to carry out water quality management planning.

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):

Nicole Beck - 2NDNATURE
 Shane Romsos - Spatial Informatics Group
 Jason Drew - Nichols Consulting Engineers
 Geoff Shladow - UC Davis Tahoe Environmental Research Center
 Chad Praul - Environmental Incentives
 Brent Wolfe- Northwest Hydraulic Consultants
 Alan Heyvaert - Desert Research Institute

b. Solicitation Waiver: **Not Applicable**

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

Contractor was chosen through the request for quote process as it was the only entity to respond.

d. Last bid date: 05/23/2016 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	randrews	12/14/2016 09:26:22 AM
Division Approval	pcomba	12/28/2016 13:35:35 PM
Department Approval	pcomba	12/28/2016 13:35:46 PM
Contract Manager Approval	ssimpso2	12/28/2016 14:03:13 PM
Budget Analyst Approval	laaron	12/29/2016 13:25:41 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: **18326**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: Board of Regents, NSHE, obo Nevada System of Higher Education
Agency Code: 709	Contractor Name: Nevada State Public Health Laboratory
Appropriation Unit: 3197-15	Address: 1660 N. Virginia Street MS 0325
Is budget authority available?: No	City/State/Zip: RENO, NV 89503-0357
If "No" please explain: Pending IFC Approval of Work Program #C38273.	Contact/Phone: VERNON MILLER 775-682-6242
	Vendor No.: D35000816A
	NV Business ID: NV20161295653
To what State Fiscal Year(s) will the contract be charged?	2017-2019

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP17-017**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/17/2017**

Anticipated BOE meeting date **12/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **1 year and 255 days**

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

Contract description: **NV State Health Lab**

5. Purpose of contract:

This is a new contract to provide for the exploration of lead in drinking water at Nevada elementary schools. Services will be provided by the Nevada State Public Health Laboratory.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,613.00**

Payment for services will be made at the rate of \$29,613.00 per Contract Term

Other basis for payment: Target is 2 samples per school for approximately 408 elementary and Pre-K facilities.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing capacity to perform these duties.

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

The State does not have the staffing capacity, technical expertise or resources to fulfill this work.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Per statute - NRS 277.180

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 Nevada State Public Health Laboratory has provided for the analysis of NDEP's water samples for more than 40 years. The Bureau of Water Quality Planning currently has contracts with the Nevada State Public Health Laboratory. Work has always 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	ahanso1	12/14/2016 11:14:49 AM
Division Approval	mnguyen	01/12/2017 11:14:58 AM
Department Approval	mnguyen	01/12/2017 11:15:04 AM
Contract Manager Approval	kkochen	01/12/2017 11:39:15 AM
Budget Analyst Approval	cpalme2	01/17/2017 11:41:51 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18191**

Agency Name: B&I - INDUSTRIAL RELATIONS DIV	Legal Entity Name: Oliver Wyman Actuarial Consulting, Inc.
Agency Code: 742	Contractor Name: Oliver Wyman Actuarial Consulting, Inc.
Appropriation Unit: 4680-04	Address: 48 South Service Road Suite 310
Is budget authority available?: Yes	City/State/Zip: Melville, NY 11747
If "No" please explain: Not Applicable	Contact/Phone: Scott J. Lefkowitz 631-577-0548
	Vendor No.:
	NV Business ID: N/A

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Allocation from fund for Workers Compensation and Safety

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/04/2017**

Anticipated BOE meeting date 01/2017

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **176 days**

4. Type of contract: **Contract**

Contract description: **Present Value Tables**

5. Purpose of contract:

This is a new contract to provide actuarial services for valuing permanent partial disability indemnity settlement amounts.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: \$18,000.00 per final product, a series of life tables in the form of an easy-to-read Excel spreadsheet.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 616.495(5) requires creating present value tables for NAC 616C.502. These tables must be reviewed annually by an actuary.

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

Creating and updating the initial present value tables is extremely specialized work done only by insurance actuaries. The annual review of such tables also confined to these experts.

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):

MBA Actuaries
Taylor Walker & Associates
Milliman Inc.

b. Solicitation Waiver: **Not Applicable**

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

Oliver Wyman's price quote was moderate and their reputation in the industry is sterling, which yields the best value for this State 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 as a:

Foreign Corporation

Oliver Wyman does not conduct business in the State of Nevada because the business is not organized in Nevada, does not have an officer or base of operations in Nevada, does not have a registered agent in Nevada and does not pay wages or other remuneration to a natural person who performs in Nevada any of the duties for which he or she is paid. (NRS 76.100)

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Oliver Wyman does not conduct business in the State of Nevada because the business is not organized in Nevada, does not have an officer or base of operations in Nevada, does not have a registered agent in Nevada and does not pay wages or other remuneration to a natural person who performs in Nevada any of the duties for which he or she is paid. (NRS 76.100)

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.

Oliver Wyman is not required to register with the Nevada Secretary of State because it is a foreign corporation not doing business in Nevada.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ljon13	11/14/2016 08:52:01 AM
Division Approval	ljon13	11/14/2016 08:52:03 AM
Department Approval	sbailey	12/05/2016 14:14:01 PM
Contract Manager Approval	ajohns16	12/06/2016 15:35:02 PM
Budget Analyst Approval	laaron	01/04/2017 14:23:42 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: **18313**

Agency Name: **B&I - TRANSPORTATION AUTHORITY**
 Agency Code: **751**
 Appropriation Unit: **3922-17**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **Eduloka Limited**
 Contractor Name: **Eduloka Limited**
 Address: **dba: inLumon
 9645 Gateway Drive, Suite A
 Reno, NV 89521**
 City/State/Zip: **Reno, NV 89521**
 Contact/Phone: **Luke Hermann 775-223-3030**
 Vendor No.: **T29034911**
 NV Business ID: **NV20101126878**

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

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

General Funds	0.00 %	X	Fees	100.00 % Driver Permits (RGL 3656)
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **751**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/05/2017**
 Anticipated BOE meeting date **01/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**
 Contract term: **2 years and 360 days**

4. Type of contract: **Contract**
 Contract description: **Driver's Prmt Db M&S**

5. Purpose of contract:
This is a new contract to provide maintenance and support for the Nevada Transportation Authority Driver's Permit Database, which was established on June 22, 2016 with contract #17954, in accordance with NRS 706.462.

6. NEW CONTRACT
 The maximum amount of the contract for the term of the contract is: **\$37,091.00**
 Payment for services will be made at the rate of \$0.00 per Month
 Other basis for payment: Payments of \$1,000 per month for calendar year 2017; \$1,030 per month for 2018; and \$1,061 per month for 2019.

II. JUSTIFICATION

7. What conditions require that this work be done?
 SB210 was approved on June 30, 2013 (codified as NRS 706.462) and requires the Nevada Transportation Authority (NTA) to facilitate and issue driver's permits for charter bus drivers within the meaning of NRS 706.462(6), taxi drivers, limousine drivers, and any other drivers of motor vehicles of fully regulated carriers of passengers, not including transportation network companies (TNCs). The database for such was implemented in June of 2016. The database application software requires ongoing maintenance and support.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 This work required the development of a dependable database, and accordingly requires ongoing competent maintenance and support, which functions are not within the scope or expertise of the NTA or other State agencies at a comparable budget.

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?

Based on the Solicitation Waiver Justification and Request Form Information and Instructions (fifth paragraph) Revised: May 2015, "Per the Purchasing Administrator, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State. These ongoing requirements are contemplated as part of the initial procurement."

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:

Currently under contract with the State of Nevada Board of Massage. 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 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	avance	12/07/2016 15:03:02 PM
Division Approval	avance	12/07/2016 15:03:05 PM
Department Approval	lfiguero	12/08/2016 14:50:58 PM
Contract Manager Approval	rdelgado	12/13/2016 08:21:18 AM
DoIT Approval	bbohm	12/14/2016 10:47:29 AM
Budget Analyst Approval	sjohnso9	01/05/2017 14:31:35 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17816** Amendment Number: **1**
 Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **Jenson Total Services Inc**
 Agency Code: **901** Contractor Name: **Jenson Total Services Inc**
 Appropriation Unit: **3253-10** Address: **2880 N Commerce St**
 Is budget authority available?: **Yes** City/State/Zip: **N Las Vegas, NV 89030-3908**
 If "No" please explain: **Not Applicable** Contact/Phone: **James Jenson 702-396-4000**
 Vendor No.: **T29005698**
 NV Business ID: **NV19991356528**

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	100.00 % Business Enterprise Set-Aside

Agency Reference #: **2067-18-BEN**

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: **Jenson Total Svc**

5. Purpose of contract:
This is the first amendment to the original contract that continues ongoing maintenance and repair services of heating, ventilating and air conditioning units, commercial refrigerators and refrigeration units, freezers, ice-makers, reach-ins and display units. This amendment increases the maximum amount from \$24,500 to \$40,500 due to an increase in unexpected expensive repairs and due to continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,500.00	\$24,500.00	\$24,500.00	Yes - Info
2. Amount of current amendment (#1):	\$16,000.00	\$16,000.00	\$40,500.00	Yes - Info
3. New maximum contract amount:	\$40,500.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
The Business Enterprises of Nevada program has a substantial inventory of equipment at various locations that need on-going maintenance.

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

This work requires specialization in heating, ventilation, air conditioning, and commercial refrigeration units. State employees do not have the time or the specialized expertise to provide these services.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

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

b. Solicitation Waiver: **Not Applicable**

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

Lowest Cost vendor

d. Last bid date: 03/14/2016 Anticipated re-bid date: 03/14/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since 2003.

13. Is the contractor currently involved in litigation with the State 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)?

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	mgassawa	12/19/2016 11:42:49 AM
Division Approval	vleigh	12/29/2016 12:09:50 PM
Department Approval	vleigh	01/11/2017 09:18:53 AM
Contract Manager Approval	vleigh	01/11/2017 09:18:58 AM
Budget Analyst Approval	tgreenam	01/11/2017 11:14:59 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: **18027**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: Mission Critical Specialists
Agency Code: 901	Contractor Name: Mission Critical Specialists
Appropriation Unit: 3269-04	Address: 6080 Enterprise Drive Suite A
Is budget authority available?: Yes	City/State/Zip: Diamond Spring, CA 95619
If "No" please explain: Not Applicable	Contact/Phone: Lori Plamondon 530-748-3069
	Vendor No.: T27040742
	NV Business ID: NV20161585881

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2086-21-BDA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/11/2017**

Anticipated BOE meeting date **02/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2020**

Contract term: **3 years and 355 days**

4. Type of contract: **Contract**

Contract description: **BDA UPS Maintenance**

5. Purpose of contract:

This is a new contract that continues ongoing preventative maintenance service of the power distribution system; uninterruptible power system; and stationary battery system located at the Bureau of Disability Adjudication office in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,160.00**

Other basis for payment: Maintenance cost of \$6,540.00/yr; Annual and Semi-Annual Power Distribution System Maintenance; Quarterly, Semi-Annual and Annual Battery Systems Maintenance; Semi-Annual 3-Phase Uninterruptible Power Systems Maintenance, Quarterly Uninterruptible Power Systems Visual Inspections; with the total Contract not to exceed \$26,160.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Social Security Administration guidelines for the Bureau of Disability Adjudication specify that UPS Systems be in good working order to prevent threats of security and data loss.

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

State employees do not have the knowledge and expertise of the UPS System, the training required to maintain the UPS System, or authorization to perform the work according to the manufacturer's specifications.

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):

Mission Critical Specialists
Jantech
Emerson Network
Grove Madsen

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost of qualified vendors.

d. Last bid date: 07/18/2016 Anticipated re-bid date: 06/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

Pending

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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	10/25/2016 08:06:05 AM
Division Approval	shendren	11/03/2016 13:16:03 PM
Department Approval	vleigh	12/29/2016 12:07:47 PM
Contract Manager Approval	vleigh	01/11/2017 10:07:27 AM
Budget Analyst Approval	tgreenam	01/11/2017 11:08:01 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 | Fax: (775) 684-0260

Date: January 12, 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 "m young".

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:

STATE OF NEVADA – COMPACT BETWEEN PYRAMID LAKE PAIUTE INDIAN TRIBE
GOVERNING CLASS III GAMING

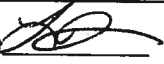
Agenda Item Write-up:

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.

Additional Information:

The original compact agreement was signed in 2009, and may be extended for agreed upon periods up to 20 years upon written mutual consent of the parties.

Statutory Authority:

REVIEWED: 
INFO ITEM: _____

FOURTH EXTENSION
TO THE
COMPACT BETWEEN
THE PYRAMID LAKE PAIUTE INDIAN TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING

PLEASE RETURN TO:
Melissa Mendoza
Legal Office Manager
Attorney General's Office
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511
(775)687-2117

**FOURTH EXTENSION
TO THE
COMPACT BETWEEN
THE PYRAMID LAKE PAIUTE INDIAN TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING**

This Fourth Extension is made by and between the PYRAMID LAKE PAIUTE INDIAN TRIBE (Tribe) and the STATE OF NEVADA (State), 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.

RECITALS

WHEREAS, in 2009, the Tribe and the State entered into a Tribal-State Gaming Compact (Compact), a copy of which is attached and made a part hereof, to provide a regulatory framework for the operation of certain Class III gaming on the Indian lands of the Tribe; and

WHEREAS, Article X of the Compact provides in pertinent part that “[t]his Agreement shall take effect upon approval by the Secretary of the Interior (or his designee) and shall remain in effect for a period of two (2) years, provided that the term of this Agreement may be extended for additional periods of up to 20 years upon the mutual written consent of the parties and without additional approval from the Secretary of the Interior; and

WHEREAS, the Tribe and the State invoked the authority provided within Article X and extended the Compact for an additional one (1) year period to expire on February 23, 2013, and to have all of the terms, conditions and requirements of the Compact remain in full force and effect, and

WHEREAS, the Tribe and the State again invoked the authority provided within Article X and extended the Compact for an additional two (2) year period to expire on February 23, 2015, and to have all of the terms, conditions and requirements of the Compact remain in full force and effect, and

WHEREAS, the Tribe and the State again invoked the authority provided within Article X and extended the Compact for an additional two (2) year period which will expire on February 23, 2017, and which had all of the terms, conditions and requirements of the Compact remain in full force and effect, and

WHEREAS, the Tribe and the State wish to again invoke the authority provided within Article X and extend the Compact for an additional two (2) year period, and to have all of the terms, conditions and requirements of the Compact remain in full force and effect.

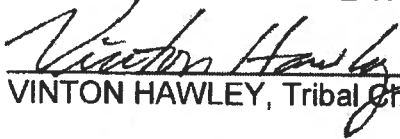
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The PYRAMID LAKE PAIUTE INDIAN TRIBE and the STATE OF NEVADA as separate sovereigns, hereby invoke the authority set forth within Article X of the Tribal-State Gaming Compact, which provides for the operation of certain Class III gaming on the Indian lands of the Pyramid Lake Paiute Tribe, and approved by the Secretary of the Interior, and extend the Compact for an additional two (2) year term to expire on February 23, 2019; and

2. All terms, conditions, requirements and obligations as set forth within the Compact as originally agreed upon by the PYRAMID LAKE PAIUTE INDIAN TRIBE and the STATE OF NEVADA shall remain in full force and effect in all respects.

IN WITNESS THEREOF, the parties hereto have caused this Fourth Extension to the Compact to be duly executed.

PYRAMID LAKE PAIUTE TRIBE OF INDIANS

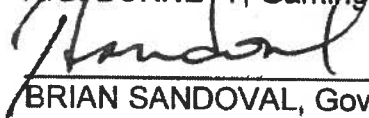

VINTON HAWLEY, Tribal Chairman

Dated: 11-22-2018

STATE OF NEVADA


A.G. BURNETT, Gaming Control Board Chairman

Dated: 12/12/16


BRIAN SANDOVAL, Governor

Dated: 12-20-16


ADAM P. LAXALT, Attorney General

Dated: 12/13/16

J. BRIN GIBSON, Chief Deputy Attorney General

Dated: _____


BOARD OF EXAMINERS

Dated: 01/11/17

State of Nevada
County of Clark

This instrument was acknowledged before me

on this _____ day of _____, 20__.

by J. BRIN GIBSON, as Chief Deputy Attorney General.

Notary Public

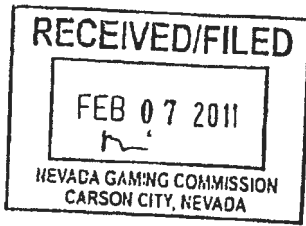


Exhibit
H/D
RUSS MILLER
SECRETARY OF STATE

2010 SEP 21 P 1:15

KRut -
FILED
CARSON CITY
NEVADA

DOC # 3950964

12/08/2010 11:31:41 AM
Requested By
PYRAMID LAKE PAIUTE TRIBE
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$47.00 RPTT: \$0.00
Page 1 of 34



COMPACT BETWEEN
THE PYRAMID LAKE PAIUTE INDIAN TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING

Please return to:
Melissa Mendoza
Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

**COMPACT BETWEEN
THE PYRAMID LAKE PAIUTE INDIAN TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING**

AUTHORITY

This Agreement is made by and between the PYRAMID LAKE PAIUTE INDIAN TRIBE ("Tribe") and the STATE OF NEVADA ("State"), 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 ("IGRA"). The Tribe has authority under Article VI, Section 1 of its Constitution and By-laws to enter into this Compact and by authority of the duly enacted Tribal resolution that is attached to this Agreement (Appendix A). The State is authorized to enter into this Agreement by Section 11(d)(3)(B) of the IGRA and the provisions of Nevada Revised Statutes §§ 277.080 to 277.170.

PURPOSE

The purpose of this Compact is to promote the sound regulation of all gaming activities on lands within the jurisdiction of the Tribe in order to protect the public interest and the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, and to promote Tribal economic development, self-sufficiency, and strong Tribal government by dedicating all the net revenues from such gaming activities to the public purposes of the Tribe.

RECITALS

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

WHEREAS, the Congress of the United States has enacted the IGRA, which requires a Tribal-State compact be negotiated between the Tribe and State before a Tribe may lawfully conduct Class III gaming on Indian lands; and

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this compact to provide a regulatory framework for the operation of certain Class III gaming on the Indian lands of the Pyramid Lake Paiute Tribe;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

DEFINITIONS

1. The terms "Act" and "IGRA" mean the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721, and 18 U.S.C. §§ 1167-1168.
2. The term "applicant" means any person other than the tribe who applies for a Tribal license or who is a management company, key employee, or gaming employee.
3. The term "associated or gaming equipment" means any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming, any game, race book or sports pool that would not otherwise be classified as a gaming device, including dice, playing cards, links which connect to progressive slot machines, equipment which affects the proper reporting of gross revenue, computerized systems of betting at a race book or sports pool, computerized systems for monitoring slot machines and devices for weighing or counting money.
4. The term "Board" means the State Gaming Control Board.
5. The term "Class I Gaming" means all forms of gaming defined as Class I in Section 4(6) of the Act, 25 U.S.C. § 2703(6).

6. The term "Class II Gaming" means all forms of gaming defined as Class II in Section 4(7) of the Act, 25 U.S.C. § 2703(7).
7. The term "Class III Gaming" means all forms of gaming defined in Class III in Section 4(8) of the Act, 25 U.S.C. § 2703(8).
8. The term "Chairman" means the Chairman of the State Gaming Control Board or his designee.
9. The term "Commission" means the Nevada Gaming Commission.
10. The term "Compact" means the Pyramid Lake Paiute Tribe-State of Nevada Gaming Compact.
11. The term "gaming" means Class III gaming activities which are authorized under this Compact.
12. The terms "gaming device" or "gaming devices" have the same meaning as defined by Nev. Rev. Stat. § 463.0155 but does not include devices used in Class I Gaming or Class II Gaming.
13. The term "gaming employee" has the same meaning as Nevada Revised Statute 463.0157.
14. The term "Indian" means any person who would be subject to the jurisdiction of the United States under 18 U.S.C. § 1153, if that person were to commit any offense listed in that section in Indian country to which that section applies.
15. The term "Interstate sports betting facility" means a gaming establishment wherein wagers on sports events are received and processed via telephones, computers and associated equipment on the Reservation pursuant to Art. I § 1.d of this Compact.

16. The term "key employee" means:
- a. Any employee or agent of the Tribe having management responsibility for a Tribal gaming facility including any officer or director, other than a member of the Tribal Council, or a tribal corporation;
 - b. Any person who has authority:
 - (1) To hire and fire employees at a Tribal gaming facility; or
 - (2) To set up working policy or procedures for a Tribal gaming facility.
 - c. The chief financial officer of the gaming operation or other person who has financial management responsibility with respect to the gaming operation;
 - d. A primary management official as defined at 25 C.F.R. § 502.19.
17. The term "license" means an approval issued by the Tribal Gaming Commission and/or the National Indian Gaming Commission.
18. The term "management company" means any person who is retained by the Tribe to manage a Tribal gaming facility which is located on the Reservation.
19. The term "management contract" means a contract between the Tribe and a management company.
20. The term "person" means a corporation, company, partnership, firm, association, natural person or any other entity.
21. The term "premise" means any Tribal owned structure or facility located on the reservation that is clearly defined by permanently installed walls that extend from floor to ceiling and that has a public external entrance, leading to a street or other area, which entrance is not shared by another premise. The term also includes any watercraft to the extent used for gaming activities.

22. The term "regulate" means the power to control through statute, ordinance, administrative rule, guideline, or administrative procedure and/or to license and impose taxes, fees, assessments and penalties insofar as is consistent with IGRA.

23. The term "Reservation" means all lands within the exterior boundaries of the Pyramid Lake Paiute Indian Reservation as illustrated in the map of the Reservation attached as Appendix B, and any additional lands made part of the Reservation in the future, so long as such lands are contiguous to the Reservation lands identified in Appendix B. In addition to Reservation lands identified in Appendix B, The term "Reservation" also includes any noncontiguous lands acquired by the Secretary of Interior, in trust for the benefit of the Tribe, but only if the Governor of the State of Nevada concurs that gaming activity may be conducted on such newly acquired lands pursuant to 25 U.S.C. § 2719.

24. The term "slot machine" means any mechanical, electrical, electromechanical, electronic, or other device, contrivance or machine which, upon insertion of a coin, token, or similar object, or upon payment of any consideration, is available to play or operate, the play or operation of which, whether by reason of the skill of the operator in playing a gambling game which is presented for play by machine or application of the element of chance, or both, may deliver or entitle the person playing or operating the machine to receive cash, premiums, merchandise, tokens or anything of value, whether the payoff is made automatically from the machines or in any other manner. "Slot machine" specifically includes video facsimiles of any game of chance authorized under Nev. Rev. Stat. § 463.0152. In addition, if at any time the State broadens its definition of "slot machine" to include

additional devices, then such devices shall also be "slot machines" within the meaning of this Compact.

25. The term "State" means the State of Nevada and its authorized officials, agents and representatives.

26. The term "Tribal Gaming Commission" means the Pyramid Lake Paiute Tribal Gaming Commission.

27. The term "Tribe" means the Pyramid Lake Paiute Tribe, including any agency, organization, subdivision, or corporate entity of the Tribe.

28. The term "Tribal gaming facility" or "Tribal gaming facilities" means the buildings or structures in which Class III Gaming is conducted on the Reservation.

ARTICLE I. AUTHORIZED CLASS III GAMING

1. **Scope of Gaming.** Subject to the terms and conditions of this Compact, the Tribe is authorized to engage in the following Class III gaming activities on the Reservation:

a. **Casinos.** The Tribe may engage in all forms and types of gambling which are expressly authorized by the Nevada Revised Statutes, by the Nevada Gaming Commission, and/or lawfully permitted to be played by the State. The mix of games, number of gaming devices, bet limits, and prize limits (if any) employed by the Tribe at such Tribal gaming facilities shall be determined by the Tribal Gaming Commission. All such casinos shall be located within the Reservation. The Tribe may authorize casinos to be operated on watercraft on Pyramid Lake.

b. **Slots Only Locations.** In addition to the full-range casinos authorized in subsection (a), the Tribe may operate a Tribal gaming facility with slots-only gaming with no more than 65 slot machines at any premise

owned by the Tribe within the Reservation, not to exceed a total of 300 slot machines.

(1) The Tribe agrees not to expand slot machine operations beyond the above limits unless either:

(a) Such expansion is agreed upon in writing by the Tribe and the Chairman of the State Gaming Control Board; or

(b) Such expansion is authorized pursuant to an amendment to this Agreement or a subsequent gaming compact.

Any expansion of slot machine operations made pursuant to subsection (a) above, shall not be deemed an amendment to this Agreement, and shall not require federal approval. In evaluating such an expansion, the State shall consider the Tribe's internal controls, surveillance, and the performance of the Tribe's gaming operation.

c. Lottery. Notwithstanding anything to the contrary, the Tribe may engage in lotteries as permitted by Chapter 462 of the Nevada Revised Statutes.

d. Interstate Sports Betting. The Tribe proposes to operate a sports betting facility on its reservation, which may include the use of telecommunication facilities and the taking of interstate bets by telephone at the Tribal facility.

(1) The Tribe and the State hereby acknowledge that there is a question as to whether or not interstate telephone sports wagering is contrary to federal laws, including but not limited to 18 U.S.C. § 1084. In light of this concern the Tribe agrees to seek a legal opinion from the

United States Department of Justice as to the legality of such an interstate sports wagering facility.

(2) The Tribe and State agree to reconvene negotiations on the limited issue of interstate sports wagering if either of the following occurs:

(a) The Tribe receives a written legal opinion from the United States Department of Justice concluding that, if the Tribe and State include a provision in the Compact authorizing an interstate sports betting facility, and the Compact is approved by the Secretary, the proposed interstate sports wagering would not violate § 1084 or any other provision of federal law, or

(b) The federal law is amended or modified in such a manner as to authorize interstate sports wagering.

(3) The parties further agree and acknowledge that regardless of the outcome of the Department of Justice opinion or amendments to federal law, policy questions exist as to whether the State will consent to the proposed interstate sports wagering operation and whether such activity is appropriate for inclusion in a Tribal-State Gaming Compact, and these questions will require further negotiation.

(4) By entering into this Compact neither party waives any rights, immunities or defenses with regard to the proposed interstate wagering.

2. Gaming Devices.

a. The Tribe agrees that all gaming devices exposed for play shall be approved by the State and will meet all standards established by the State for

non-Tribal gaming including, but not limited to, the hold percentages on slot machines. The Tribe shall acquire any and all gaming devices authorized by this compact from a State-licensed distributor. The Tribe further agrees that any sale, transfer or other disposition of such gaming devices shall also be through a State-licensed distributor, or with the approval of the Chairman of the State Gaming Control Board.

b. Notwithstanding the above, if gaming devices were lawful under this section when first exposed for play by the Tribe, but do not meet standards established by a change in state law, such slot machines may remain exposed for play as "grandfathered" devices to the same extent as such "grandfathering" would be available to similarly situated non-Tribal gaming operations.

c. Should the Tribe seek to deploy a new type of gaming device, the Tribe agrees that the testing and approval by the State will be a condition precedent to the exposure of the new gaming device for play. The State shall undertake such testing and approval in the same manner in which it would do so with respect to new devices or games which a non-Tribal operation might seek to deploy.

d. The Tribe further agrees that all associated equipment utilized by the Tribe in conjunction with the Tribal gaming operation shall be approved by the State and will meet the standards established by the State, however, such approval or standards may be waived by the Chairman of the State Gaming Control Board. The State agrees to provide the Tribe with notice of such standards through distribution of informational materials specifying the standards to be met with regard to such associated equipment. Should the

Tribe wish to utilize a new type of associated equipment which has not previously been approved, the Tribe agrees that the testing and approval by the State or waiver by the Chairman of the State Gaming Control Board will be a condition precedent to the utilization of the associated equipment. The State shall undertake such testing and approval in the same manner in which it would do so with respect to associated equipment which a non-Tribal operation might seek to deploy.

3. Gaming Operation Inspections.

a. The agents or employees of the State are hereby given the authority to enter the Tribe's gaming premises for random inspection of gaming devices and associated equipment. The Tribe agrees not to restrict access by such employees and that prior notice of intent to inspect is not required. However, once such agents arrive at the Tribal gaming facility for any purpose, they shall immediately notify the managerial employee of the Tribe's gaming operation and Tribal Gaming Commission personnel and/or Tribal police dispatch office. Furthermore, such agents or employees of the State shall enter such premises only to the extent necessary to fulfill their legitimate functions as to the gaming activity and to assure that the gaming devices and associated equipment are in compliance under Section 2 above. Such agents or employees of the State shall not discriminate against the Tribe by intruding either more frequently or more intensively upon the Tribe's gaming operations that they would upon similarly situated non-Tribal gaming operations. Furthermore, such agents and employees of the State shall not, through use of the inspection authority under this paragraph, enter upon any

Tribal premises for purposes other than those specifically indicated in this paragraph.

b. From time to time, the Tribe or Tribal Gaming Commission may request that the State inspect a particular gaming device or associated equipment to address a concern of management or a public complaint.

c. If the State's inspectors determine that a particular gaming device is mechanically defective or otherwise should not be exposed for play under Section 2 above, then the Tribe shall seal the gaming device until the device is repaired or the problem is otherwise resolved to the satisfaction of the State and the Tribe.

4. Surveillance. Tribal gaming facilities shall comply with all State surveillance standards applicable to the comparable casino category based on gross gaming revenue and/or number or type of games offered at non-Tribal gaming establishments. The Tribe further agrees to upgrade or modify the Tribal surveillance equipment in response to any changes in the State's surveillance standards.

5. Tokens/Chips. The Tribe may manufacture or otherwise obtain their own gaming tokens and chips subject to the following:

a. The tokens and chips shall meet the standards and specifications set forth by the State by regulation and be approved by the State prior to any use of such tokens or chips.

b. The Tribe expressly agrees to redeem for face value any Tribal gaming tokens or chips that are presented for redemption by any lawful holder of Tribal gaming tokens or chips.

ARTICLE II. JURISDICTION

1. **Tribal Jurisdiction.** The Tribe shall have exclusive jurisdiction, subject to any jurisdiction the United States may concurrently exercise, to regulate Class III Gaming on the Reservation. Prosecution for violations of the Tribe's gaming code or violations of federal laws pertaining to gambling on Indian Reservations or Indian Lands or other gaming crimes or other criminal conduct shall be pursued in Tribal or federal court, whichever forums are appropriate. In the case of non-Indian violators, the Tribe shall either take civil action to stop the violation or request the United States Attorney to take criminal action against the violation in federal court. In the event the United States declines prosecution, the State may prosecute any non-Indians for violations of State gaming law, which shall include, without limitation, violations under Chapters 462 through 465 and Section 205.060 of the Nevada Revised Statutes.

2. **State Jurisdiction.** The State agrees that its jurisdiction over Reservation gaming activities and individuals or entities involved therewith is limited to the authorities provided for in this Compact. In acknowledgment of the limited jurisdiction or involvement of the State over the Tribe's gaming operation, the parties agree as follows:

a. The Tribe shall not represent or imply in any format, oral, written or otherwise, that the Tribal gaming facilities are regulated by the State of Nevada, the State Gaming Control Board, or the Nevada Gaming Commission, except as provided in the Compact.

b. That signs containing the following language shall be prominently displayed at all public entrances to the Tribal gaming facilities:

NOTICE

THIS FACILITY IS REGULATED BY THE PYRAMID LAKE PAIUTE TRIBE AND IS OPERATED IN ACCORDANCE WITH A COMPACT NEGOTIATED BETWEEN THE TRIBE AND THE STATE OF NEVADA, WHICH HAS BEEN APPROVED BY THE SECRETARY OF THE INTERIOR. UNDER THE COMPACT, THE STATE DOES NOT LICENSE THIS FACILITY. HOWEVER, ALL GAMING DEVICES AND GAMING EQUIPMENT ARE APPROVED AND INSPECTED BY THE STATE AND MEET ESTABLISHED STATE STANDARDS, AND ALL MANAGEMENT COMPANIES AND KEY EMPLOYEES ARE APPROVED BY THE STATE.

ARTICLE III. STATE SERVICES

1. The Tribe may contract with the State to provide additional services related to the regulation of gaming by the Tribe. Areas of potential contractual assistance include the following:
 - a. Assistance in the resolution of patron disputes.
 - b. Providing information as part of the background checks for management, employees, and contractors.
 - c. Providing consulting services on technical issues.
 - d. Training of Tribal regulatory personnel.
 - (1) In order to facilitate the purposes and intent of this Compact, and in order to further the cooperative relationship between the State and the Tribe, the State Gaming Control Board shall notify the Tribe of, and make available to agents of the Tribe, all training programs and classes of the Enforcement Division Training Academy.
2. The Tribe agrees to reimburse the State for the following services based on the attached fee schedule (Appendix C):
 - a. The services described in Section 1 immediately above;

b. Background investigation and approval/disapproval costs under Article IV other than those paid for by the applicant; and

c. Gaming device and associated equipment approval under Article I, Section 2.

3. The attached fee schedule (Appendix C) shall be subject to change from time to time to reflect changes in costs, but the Tribe shall not be charged fees higher than similarly situated non-Tribal gaming operations.

ARTICLE IV. APPROVAL STANDARDS

1. It is expressly agreed by the parties that the requirements and standards provided in the IGRA and the regulations of the National Indian Gaming Commission for licensing and background checks for management contractors, Tribally-employed managers, and key employees shall be adhered to as minimal standards.

2. Any person or entity responsible for the operation or management of any Reservation gaming activity permitted under this Compact shall be required to submit to a background check and meet any and all requirements as set forth in the Tribal gaming ordinance and the IGRA.

3. Work Permits: The Tribe agrees that its gaming operation shall not employ any person as a gaming employee who is determined by the Nevada Gaming Commission or State Gaming Control Board to be a person who would be unsuitable to hold or retain a Nevada work permit in a similarly situated non-Tribal gaming operation. The Tribe will require all gaming employees to apply for work permits, and further agrees to process all applications for work permits for gaming employees. The Tribe agrees that it will mail or deliver a copy of all applications to the State within twenty-four (24) hours of receipt. The Tribal Gaming Commission may in its discretion issue a temporary work permit to the applicant. If within ninety

(90) days of receipt by the State of the application, the State has not notified the Tribe of its objection to the applicant, the Tribe in its discretion may issue, renew or deny the application. If the State objects to the issuance of the work permit the State and the Tribe agree to follow the procedures for hearing and review as provided for in Nevada Revised Statute 463.335.

4. Slots Only Facilities: The Tribe agrees to designate and continuously employ at least one key employee with the responsibility of overseeing all slots only locations. The Tribe agrees to file an application for approval of such key employee(s), and further agrees to file a new application for any new key employee if there is a change in personnel. The new application shall be filed within thirty (30) days of a person being hired. Enrolled members of the Tribe employed at slots-only facilities are exempt from State review including the work permit requirements of Art. IV § 3, except for the following: (1) the designated key employee(s), and (2) persons with the power to exercise significant influence over Tribal gaming operations other than elected Tribal officials. Enrolled Tribal members remain subject to all Tribal and Federal background checks and approval requirements.

5. Should the Tribe decide to operate a casino operation, other than a slots only facility, the Tribe agrees that enrolled members of the Tribe which are involved in the operation of the casino shall be subject to State review.

6. State Approval Procedure: The following procedures govern the State approval process of management companies, key employees and other persons subject to review in all situations other than the approval of Tribal members employed at slots only locations as provided for in section 4 above. These procedures are in addition to the work card requirements contained in this Agreement.

a. The Tribal Gaming Commission shall provide the State with the names of all applicants. The applicants shall follow the State's normal approval procedure, including the application, investigation process and prepayment of investigative fees. When required, applicants shall appear before the State Gaming Control Board, at which time such Board will make a recommendation on whether the applicant shall be denied or approved with or without conditions or limitations as deemed appropriate. The Nevada Gaming Commission will review the recommendation of the State Gaming Control Board and either approve, with or without conditions or limitations as deemed appropriate, or deny the application.

b. If the Nevada Gaming Commission denies the application, a denial order will be prepared which specifies the grounds for denial. A copy of this order will be simultaneously provided to the Tribal Gaming Commission. Upon request, the Tribal Gaming Commission may request, and shall be afforded if requested, a meeting with the Nevada Gaming Commission, the State Gaming Control Board and/or their respective staff, to learn more details regarding the grounds for disapproval. This meeting may be limited to authorized personnel, and confidentiality requirements may be enforced. If the Tribal Gaming Commission, after exhausting its opportunity to meet with such State personnel, disagrees with the denial by the Nevada Gaming Commission, it may appeal that decision by requesting reconsideration of the denial.

c. If the Tribal Gaming Commission requests such reconsideration, the matter will be placed on the State Gaming Control Board's and Nevada Gaming Commission's agendas and the Tribal representatives and/or the

applicant may appear and present their arguments as to why the denial was inappropriate. The State Gaming Control Board shall make a recommendation to the Nevada Gaming Commission on the reconsideration request. If the Nevada Gaming Commission approves the reconsidered application, with or without conditions or limitations as deemed appropriate, the Tribal Gaming Commission may license such person. If the Nevada Gaming Commission, after reconsideration, reaffirms its denial, the Tribe agrees to terminate the person if hired and not to further pursue the approval of the individual or entity.

d. The Tribe agrees not to employ any person as a management company in Tribal gaming facilities until the State Gaming Control Board or the Nevada Gaming Commission has made a determination regarding the person's suitability, except under circumstances of a bona fide emergency or exigency, such as the termination, death or disability of the management company, the severance of the management company for malfeasance or other comparable exigent circumstances. In such emergency or exigency the Tribe may, with the prior approval of the Chairman, authorize another management company to continue operating the gaming facility, pending approval by the Tribal Gaming Commission and the Nevada Gaming Commission for the replacement management company to operate the gaming facility. The approval for emergency involvement by the Chairman may be limited or conditioned.

e. The Tribe further agrees that any key employee, lender, financial institution, subsequent holder of indebtedness, or any person or entity (excluding elected Tribal officials) which in the opinion of the Chairman has

the power to exercise a significant influence over the operation of the Tribal gaming facility may be required to apply for determination as to suitability. Prior to making a formal application request, the Chairman will advise the Tribal Gaming Commission of any concerns as to suitability, to allow the Tribe the opportunity to address the situation. If these concerns are not fully addressed by this informal process, the Chairman will calendar an item for the State Gaming Control Board and possible Nevada Gaming Commission consideration, requiring an application to be filed for consideration of suitability. The Tribe has the right to participate in the application process and suitability determination process, including the right to present evidence, witnesses and arguments, either in support or in opposition of the State Gaming Control Board's position.

f. In determining whether such a person would be suitable, the State shall not discriminate against Tribal gaming facilities, Tribal employees, or applicants for Tribal employment, but shall conduct the investigation within the same time frames and shall employ the same suitability standards as would be applicable to similarly situated applicants for or holders of licenses or permits to work in a similarly situated non-Tribal gaming operation. The State's authority under this Article does not extend concurrent state licensing authority over Tribal licensees. Instead, it affords the State and the Tribe the authority, as set forth above, to work jointly to preclude the Tribe from employing a management company, key employee, or gaming employee or transacting business with a lender, financial institution or subsequent holder of indebtedness which the State determines, based on specific grounds, to be unsuitable.

7. Notwithstanding any law or anything in this compact to the contrary, an applicant whose approval is denied either by the State process set forth above or by denial by the Tribal Gaming Commission, has no right of judicial review of that determination. The opportunity of an applicant to be involved in gaming on the Reservation is a privilege, not a right, and the determination of whether that privilege should be granted or denied rests in the absolute and exclusive discretion of the Nevada Gaming Commission and/or the Tribal Council of the Pyramid Lake Paiute Tribe. The sovereign immunity of these State and Tribal Governments, and their employees and agents, is expressly retained on such approval decisions.

8. Nothing in this compact is intended to require the State in carrying out its authorities under this compact to apply a different or more stringent standard to Tribal gaming facilities as compared with non-Tribal gaming facilities licensed by the State. The parties agree that the implementation of the provisions of this compact, including the State approval authority set forth in this Article, shall be accomplished with this intention and agreement.

9. The approval standards contained in this Agreement are continuing standards. Notwithstanding any action taken by the Tribal Gaming Commission, a work permit, determination of suitability or other approval may be revoked by the State should these standards not be maintained.

10. Disciplinary actions including revocations or suspensions will follow the procedures set forth in Chapter 463 of the Nevada Revised Statutes, with the State Gaming Control Board bringing the disciplinary action before the Nevada Gaming Commission for a decision. Prior to the initiation of any disciplinary action, the State Gaming Control Board will advise the Tribe of its concerns, to allow the Tribe the opportunity to resolve the concerns. In any disciplinary action the Tribe has the right

to participate in the process and present evidence in support of or in opposition to the State Gaming Control Board's position.

ARTICLE V. PATRON DISPUTES

The Tribe may seek technical assistance from the State in resolving patron disputes to the extent a dispute involves a gaming device or gaming equipment. The Tribe shall have jurisdiction, however, over all patron disputes. A patron will have a right of appeal from the decisions of the Tribe on patron disputes by seeking redress through the Tribal appeal procedure prescribed in the Tribal gaming ordinance.

ARTICLE VI. REPORTING REQUIREMENTS AND INFORMATION EXCHANGE

1. In the spirit of mutual cooperation and in recognition of the desire of both the Tribe and State to protect the integrity and reputation of gaming within the State, the State shall furnish to the Tribe the following financial reports:

a. Monthly Gaming Revenue Report. This is a summary of gaming revenue information for nonrestricted gaming. Each monthly report shall contain the most recent monthly, three-month, and twelve-month data. Whenever possible, slot machine data will be furnished to the Tribe by denomination, number of locations reporting, number of units, and win amount for each denomination.

b. Quarterly Statistical Report. This is a general summary of the State's gaming revenue.

c. Nevada Gaming Abstract. This is an annual financial analysis of gaming operations which produce more than \$1 million in gaming revenue per year.

d. Any general information, statistical or financial information deemed necessary by the State and Tribe to protect the integrity of any gaming operation within boundaries of the State.

2. The Tribe shall furnish to the State the following financial and statistical data on a monthly basis in a format agreed upon by the State and Tribe.

a. Monthly reports with year-to-date accumulative summaries on all slot machines operated by the Tribe. These reports shall reveal the number of units operated, the denomination of units, the win amount of each denomination, the percent of win to total for each denomination, drop amount by denomination, and the dollar value of the coin metered into the slot machines by denomination.

b. Monthly reports with year-to-date accumulative summaries on all other (non slot machine) gaming revenues from Tribal gaming facilities. These reports should reveal the number of gaming devices or gaming tables operated, the types of gaming activity, the amount of net revenue from such gaming devices or gaming tables.

c. Any monthly, quarterly, or annual financial reports developed from or relating to the gaming operations conducted on the Reservation.

d. Any statistical or financial information deemed necessary by the Tribe and State to protect the integrity of the Tribal gaming operation.

ARTICLE VII. TAXATION

All of the net proceeds of Class III gaming on the Reservation shall be used for the public purposes of the Tribe. If at any time any person or entity other than the Tribe or its members acquires any interest with respect to net revenues, the Tribe shall adopt a scheme of taxation with respect to such person or entity at least

as stringent as the State's system of taxation, as it now exists or is hereafter amended. The Tribe reserves the right to impose a scheme of taxation related to reservation gaming activities that is more stringent than Nevada law.

Except as expressly provided herein, the State shall have no jurisdiction to impose any gaming taxes or fees on any aspect of the Tribal gaming operation, or any other gaming-related activity lawfully conducted on the Reservation. All non-Tribal gaming activity licensed pursuant to Art. IX shall be fully subject to all gaming taxes and fees imposed by the Tribe. In those cases where the Tribe collects a tax or fee which is similar to one which the State collects, the State agrees to forego the collection of any identical or similar State tax or fee. Nothing in this section shall relieve the Tribe of its obligation to pay the State in return for services the State provides under Article III.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. **Minors.** The Tribe agrees to prohibit any person under the age of 21 years from engaging either directly or indirectly in any wager or gaming activity, or loitering in or about the gaming premises.

2. **List of Excluded Persons.** The Tribe agrees to incorporate the State's List of Excluded Persons (i.e., Blackbook) into the Tribe's list of barred persons.

3. **Internal Controls.** Prior to the initiation of any gaming, the Tribe shall adopt, and thereafter maintain, Minimum Internal Control Standards which are substantially consistent with or superior to the Minimum Internal Control Standards adopted by the State Gaming Control Board applicable to the comparable category of licensees for non-Tribal gaming. The minimum standards adopted pursuant to this section shall be submitted to the State Gaming Control Board within thirty (30) days of their adoption by the Tribe. It shall be grounds for initiating the default

procedures of this Compact if the Minimum Internal Control Standards adopted by the Tribe are not substantially consistent with or superior to the Minimum Internal Control Standards adopted by the State Gaming Control Board for the comparable category of licensees.

4. Cash Transaction Reporting. The Tribe hereby incorporates the currency transaction reporting requirements of Nevada Gaming Commission Regulation 6A as Tribal law. Should federal law or regulation require that the Tribe comply with the reporting requirements of the Bank Secrecy Act, the State agrees that the Tribe need not comply with Nevada Gaming Commission Regulation 6A.

5. Minimum Bankroll. The Tribe shall maintain cash or cash equivalents in an amount sufficient to reasonably protect the Tribe's patrons against defaults in gaming debts owed by the Tribe. The amount of the minimum bankroll shall be calculated in the same manner as for a non-Tribal operation.

6. Audited Financial Statements/Accounting Records. The Tribe shall engage an independent accountant licensed by the Nevada State Board of Accountancy, who shall annually review the financial statements of the Tribe's gaming operation, and the compliance by such operation with the Minimum Internal Control Standards. The independent accountant shall report to both the Tribe and the State Gaming Control Board each instance or occurrence discovered by or brought to the accountant's attention that the accountant believes does not satisfy the Minimum Internal Control Standards. Not later than one hundred fifty (150) days after the end of the Tribe's business year, the Tribe shall submit a copy of such accountant's report or any other correspondence directly relating to the Tribe's system of internal control to the State Gaming Control Board. The State shall maintain all audit and financial records obtained under this section, or any other

section of this Compact, strictly confidential and shall not disseminate them to any member of the public for any purpose except as required by court order or applicable federal law.

a. The accounting system used by the Tribe in its gaming operations shall be substantially consistent with the accounting system the State requires its licensees to utilize.

7. Class I and Class II Gaming. This Compact shall not apply to any Class I or Class II Gaming within the Reservation and shall not confer upon the State any jurisdiction or any authority over such Class I or Class II Gaming conducted by the Tribe on Reservation lands. This Compact in no way restricts the Tribe from operating a Class II Gaming facility at its Tribal gaming facilities.

ARTICLE IX. NON-TRIBAL GAMING

The Tribe may authorize gaming on the Reservation by persons other than the Tribe pursuant to 25 U.S.C. § 2710(d)(5), but any such gaming must be authorized, licensed and conducted in accordance with the laws, regulations and procedures of the State. Any person other than the Tribe conducting such gaming shall be fully subject to the concurrent jurisdiction of the Tribe and the State. Nothing in this Article shall authorize the State to collect any taxes or licensing fees from such persons.

ARTICLE X. TERM

This Agreement shall take effect upon approval by the Secretary of the Interior (or his designee) and shall remain in effect for a period two (2) years, provided that the term of this Agreement may be extended for additional periods of up to 20 years upon the mutual written consent of the parties and without additional approvals from the Secretary of the Interior. If during the term of this Agreement the

Tribe develops plans for a full scale casino operation that involve long term commitments from lenders, the State and the Tribe may mutually agree to extend the term of this Agreement to be coterminous with the term of the financing agreement. Such agreement to extend the term of this Agreement shall not be an amendment requiring federal approval.

ARTICLE XI. DEFAULT AND TERMINATION

1. **Default.** In the event of substantial and continuing failure by one of the parties in the performance of its obligations under this Compact, the party alleging the default shall notify in writing the other party of such alleged default and demand a correction of such default within sixty (60) days after receipt of such written notice. If the party in default shall fail to remedy such default within sixty (60) days, the parties shall meet within thirty (30) days thereafter in an effort to resolve any dispute regarding the alleged default. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after meeting, either party may pursue any lawful remedy available, including, if the circumstances are such, an action pursuant to 25 U.S.C. § 2710(d)(7)(A). Nothing in this subsection shall preclude, limit or restrict the ability of the parties to pursue, by mutual written agreement, alternative methods of dispute resolution including but not limited to, mediation or arbitration.
2. The failure to maintain a minimum bankroll pursuant to Article VIII, Section 5, of this Compact, the failure to adopt and enforce the Tribe's Minimum Internal Control Standards pursuant to Article VIII, Section 3, of this Compact, or a substantial violation of the Tribal Gaming Ordinance shall be grounds for initiating the default provision above.
3. The parties may jointly terminate this Compact by written instrument signed by both parties.

ARTICLE XII. AMENDMENTS

This Compact may be amended only with the consent of both parties and only by written instrument signed by both parties. If applicable law is amended in a substantial way affecting the provisions contained in this Compact, the parties agree to negotiate in good faith to amend this Compact so as to achieve the objectives provided for and to ensure compliance with all applicable laws.

ARTICLE XIII. SEVERABILITY

Each provision, section, and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this Compact to be invalid, the remaining provisions, sections, and subsection of the Compact shall remain in full force and effect.

ARTICLE XIV. NOTICES

All notices, payments, requests, reports, information or demands shall be personally delivered, or sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as a party shall hereafter inform the other party hereto by written notice.

To the Tribe: Tribal Chairman
Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, Nevada 89424

With a copy to: Wes Williams, Jr.
Law Offices of Wes Williams, Jr., A.P.C.
P.O. Box 100
Schurz, Nevada 89427

To the State: Chairman
State Gaming Control Board
1150 East William Street
Carson City, Nevada 89710

With a copy to: Chief Deputy Attorney General
Attorney General's Office, Gaming Division
5420 Kiezte Lane, Suite 202
Reno, Nevada 89511

IN WITNESS WHEREOF, the parties hereto have caused this Tribal-State gaming compact to be duly executed. The execution of this Agreement shall be the last date of signature by either party below and shall become effective upon approval of the Secretary of Interior or his designee.

PYRAMID LAKE PAIUTE TRIBE OF INDIANS

[Signature]
MERVIN WRIGHT, JR., Chairman Dated this 30th day of June 2009.

STATE OF NEVADA

[Signature]
JIM GIBBONS, Governor Dated this 26th day of August 2009.

[Signature]
DENNIS K. NEILANDER, Chairman, State Gaming Control Board Dated this 14 day of July 2009.

[Signature]
CATHERINE CORTIZ MASTO Dated this 10th day of AUGUST 2009.

[Signature]
MICHAEL E. WILSON, Chief Deputy Attorney General, Gaming Division Dated this 15th day of September 2009.

[Signature]
BOARD OF EXAMINERS Dated this 20th day of December 2009.

[Signature]
Assistant Secretary - Indian Affairs Dated this 17 day of DEC. 2009.

State of Nevada
County of Washoe

This instrument was acknowledged before me on the 14th day of September, 2009 by MICHAEL E. WILSON.
[Signature]
NOTARY



Appendix A

Pyramid Lake Paiute Tribe

Post Office Box 256

Nixon, Nevada 89424

Telephone: (775) 574-1000 / 574-1001 / 574-1002

FAX (775) 574-1008

RESOLUTION NO.: PL 58-09

RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA

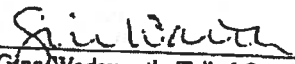
- WHEREAS,** the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and
- WHEREAS,** in accordance with its Constitution and By-Laws, the Tribe is governed by its Tribal Council;
- WHEREAS,** the Tribe previously negotiated and approved in 1997 a compact governing Class III gaming with the State of Nevada in accordance with the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 *et seq.*; and
- WHEREAS,** a new compact, to replace the expired compact, has been presented to the Tribal Council for review and approval, under the same terms as the prior compact, and the Tribal Council has reviewed the same and has determined that said compact should be approved.

NOW, THEREFORE BE IT RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby approves the compact between the Pyramid Lake Paiute Tribe and the State of Nevada governing Class III gaming, a copy of which is attached to this Resolution.

BE IT FINALLY RESOLVED, that the Tribal Chairman is hereby authorized to sign the compact on behalf of the Pyramid Lake Paiute Tribe, and is authorized to take such action and execute such additional documents as are necessary to obtain the Secretary of the Interior's approval of the compact, and to carry out the terms and intent of this Resolution.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom 10 constituting a quorum were present at a meeting duly held on the 20th day of MAY, 2009 was adopted by the affirmative vote of 8 FOR and 2 AGAINST, with 1 ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.



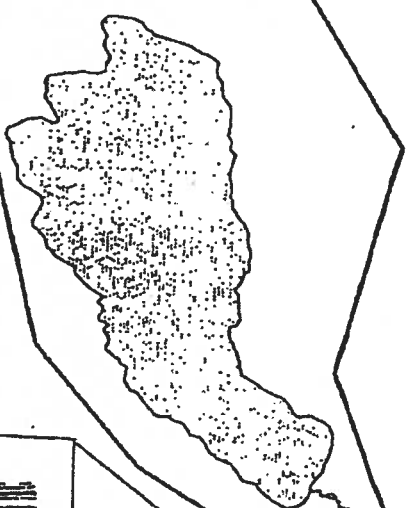
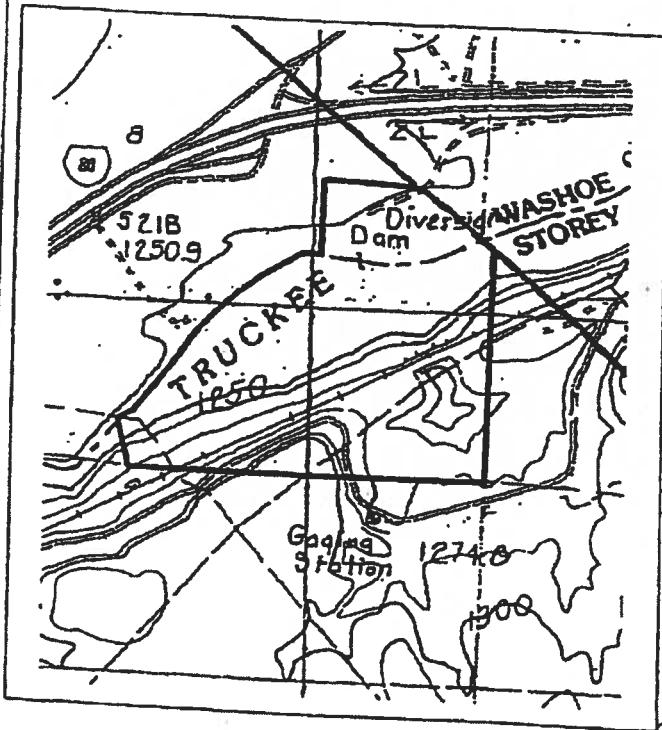
Gina Wadsworth, Tribal Secretary
Pyramid Lake Tribal Council

Appendix B

PYRAMID LAKE PAIUTE INDIAN RESERVATION NEW BOUNDARY



 New Reservation Boundary
 Present Boundary



Map by
Phoebe Bender
GIS Technician
Pyramid Lake Paiute Tribe
Department of Water Resources

Appendix C

STATE OF NEVADA
GAMING CONTROL BOARD

CURRENT BILLING RATES EFFECTIVE JUNE 19, 2008

Per Diem/Maximum \$ 170.00
Mileage Charges \$.55 per mile

By Receipt Actual Cost

Air Fare
Rental Car
Gasoline for Rental Car
Parking
Bus
Train
Taxi
Tolls (Receipt if available)
Meter Parking (No receipt)
Travelers Check Fees
Telephone – Business
Pay Phone (No receipt necessary)
Photocopying

Hourly Charges for Investigation and Research and Development

Travel Hours \$ 75.00 per hour
Travel Hours (Overtime) 115.00 per hour
Investigative Hours 80.00 per hour
Investigative Hours (Overtime) 120.00 per hour
Electronics Lab Review 150.00 per hour



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

RECEIVED

FEB 24 2010

Attorney General's Office
Gaming Division - North

DEC 17 2009

Honorable Catherine Cortez Masto
Attorney General
State of Nevada
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

Dear Attorney General Masto:

On November 2, 2009, we received the Tribal-State Compact between the Pyramid Lake Paiute Indian Tribe (Tribe) and the State of Nevada (State) Governing Class III Gaming, (Compact) executed on August 26, 2009.

Since the Nevada Revised Statutes permit sports betting, we interpret Article I, section 1 (d) of the Compact as authorizing the Tribe to engage in sports betting at its casinos if the Tribe meets one of the exceptions in the Professional and Amateur Sports Protection Act (PAPSA). See 18 U.S.C. § 1804. PAPSA makes it unlawful for a governmental entity, including an Indian tribe, to sponsor, operate, or authorize by law or compact, gaming based upon the outcome of professional or amateur sports competitions. This prohibition does not extend to pari-mutuel animal racing or jai-alai games. To be lawful, any prohibited sports gaming pursuant to Article I, section 1 (d) of this Compact must come within one of the two exceptions in PAPSA which are applicable to Indian tribes.

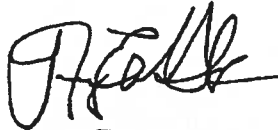
Under the first exception, the general prohibition does not apply to a State or other governmental entity, including an Indian tribe, to the extent that the sports gaming activity was conducted by that State or other governmental entity between January 1, 1976 and August 31, 1990. The second exception establishes two criteria which must be met to authorize an otherwise prohibited sports betting activity within a State or governmental entity: (1) the activity must actually have been authorized by a statute in effect on October 2, 1991; and (2) the activity must actually have been conducted at some point between September 1, 1989 and October 2, 1991 pursuant to the law of that State or other governmental entity. We are not, however, in a position to verify the factual basis for establishing whether the Tribe comes within one of the two exceptions described above. Therefore, we express no opinion on the matter.

We have completed our review of this compact and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve this

Compact. This Compact shall take effect when the notice of my approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. §2710(d)(3)(B), is published in the Federal Register.

We wish the Tribe and State success in their economic venture.

Sincerely,



Larry Echo Hawk
Assistant Secretary – Indian Affairs

Identical Letter Sent to:

Honorable Mervin Wright, Jr.,
Chairman
Pyramid Lake Paiute Tribal Council
P.O. Box 256
Nixon, NV 89424

Bond Swamp NWR is in Bibb and Twiggs Counties, Georgia, about 6 miles south of the city of Macon, Georgia. The refuge covers a total of 7,348 acres within the 18,000-acre acquisition boundary and is situated along the Ocmulgee River. The refuge has a diversity of vegetation communities, including upland mixed pine/hardwood, bottomland hardwood, and tupelo gum swamp forests. Creeks, beaver swamps, and oxbow lakes traverse the forested wetlands. Annually, 8,000 to 10,000 visitors participate in refuge activities.

We announce our decision and the availability of the final CCP and FONSI for Bond Swamp NWR in accordance with the National Environmental Policy Act (NEPA) [40 CFR 1506.8(b)] requirements. We completed a thorough analysis of impacts on the human environment, which we included in the draft comprehensive conservation plan and environmental assessment (Draft CCP/EA). The CCP will guide us in managing and administering Bond Swamp NWR for the next 15 years.

The compatibility determinations for hunting, fishing, wildlife observation/photography, environmental education/interpretation, boating, firewood cutting, forest management, off-road vehicle use (disabled persons only), resource research studies, and walking/jogging/bicycling are also available in the CCP

Background

The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-668ee) (Administration Act), as amended by the National Wildlife Refuge System Improvement Act of 1997, requires us to develop a CCP for each national wildlife refuge. The purpose for developing a CCP is to provide refuge managers with a 15-year plan for achieving refuge purposes and contributing toward the mission of the National Wildlife Refuge System, consistent with sound principles of fish and wildlife management, conservation, legal mandates, and our policies. In addition to outlining broad management direction on conserving wildlife and their habitats, CCPs identify wildlife-dependent recreational opportunities available to the public, including opportunities for hunting, fishing, wildlife observation, wildlife photography, and environmental education and interpretation. We will review and update the CCP at least every 15 years in accordance with the Administration Act.

Comments

Approximately 60 copies of the Draft CCP/EA were made available for a 30-day public review period as announced in the Federal Register on June 22, 2009 (74 FR 29511). A total of 61 comments were received from state and local government agencies, non-governmental organizations, and local citizens.

Selected Alternative

After considering the comments we received, and based on the sound professional judgment of the planning team, we selected Alternative C to implement the CCP. This alternative will emphasize biological and visitor services programs on the refuge, which will be protected, maintained, and enhanced by adding more staff, equipment, and facilities. This management alternative will restore and manage the forested wetlands and associated uplands in support of wildlife, especially waterfowl, neotropical migratory birds, and other native wildlife. We considered this alternative to be the most effective for meeting the purposes of the refuge. Alternative C best achieves national, ecosystem, and refuge-specific goals and objectives and positively addresses significant issues and concerns expressed by the public.

Authority: This notice is published under the authority of the National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57.

Dated: November 24, 2009.

Jeffrey M. Fleming,

Acting Regional Director.

(FR Doc. 2010-3482 Filed 2-22-10; 8:45 am)

BILLING CODE 4310-66-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Class III Gaming Compact.

SUMMARY: This notice publishes approval of the Tribal-State Compact between the Pyramid Lake Paiute Indian Tribe and the State of Nevada Governing Class III Gaming.

DATES: Effective Date: February 23, 2010.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic

Development, Washington, DC 20240, (202) 219-4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the Federal Register notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. On December 17, 2009, the Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, approved the compact between the Pyramid Lake Paiute Tribe and the State of Nevada, which was executed on October 22, 2009. The compact authorizes the full gamut of casino-style gaming authorized by the Nevada Gaming Commission and/or lawfully permitted to be played by the State.

Dated: February 4, 2010.

Donald Laverdure,

Deputy Assistant Secretary—Indian Affairs.

(FR Doc. 2010-3398 Filed 2-22-10; 8:45 am)

BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

National Park Service

National Register of Historic Places; Notification of Pending Nominations and Related Actions

Nominations for the following properties being considered for listing or related actions in the National Register were received by the National Park Service before February 13, 2010. Pursuant to section 60.13 of 36 CFR Part 60 written comments concerning the significance of these properties under the National Register criteria for evaluation may be forwarded by United States Postal Service, to the National Register of Historic Places, National Park Service, 1849 C St. NW., 2280, Washington, DC 20240; by all other carriers, National Register of Historic Places, National Park Service, 1201 Eye St. NW., 8th floor, Washington, DC 20005; or by fax, 202-371-6447. Written or faxed comments should be submitted by March 10, 2010.

J. Paul Loether,

Chief, National Register of Historic Places/
National Historic Landmarks Program.

MASSACHUSETTS

Suffolk County

Winthrop Center/Matcalf Square Historic District, roughly bounded by Lincoln, Winthrop Sts., Winthrop Cemetery, Buchanan, Fremont, Pauline, Hermon and Belcher Sts., Winthrop, 10000098

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

Budget Division

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

Date: January 11, 2017

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

From: Paul Nicks, Executive Branch Budget Officer ✓
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 MOTOR VEHICLES – COMPLETE STREETS PROGRAM

Agenda Item Write-up:

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.

Additional Information:

Douglas County started receiving funds in May 2016 and has been added to this report. The four counties will continue to report out on a quarterly basis.

Statutory Authority: NRS 244.2643, NRS 277A.285 and NRS 403.573

REVIEWED: Jim
INFO ITEM: _____



600 S. Grand Central Pkwy. • Las Vegas, Nevada 89106-4512 • 702-676-1500 • FAX: 702-676-1518

Tina Quigley,
General Manager

December 29, 2016

Mr. Paul Nicks, Budget Analyst
State of Nevada – Governor’s Finance Office
209 E. Musser Street, Room 200
Carson City, NV 89701-4298

Dear Mr. Nicks:

I am writing to provide the update for the 4th Quarter of 2016 on the RTC’s activities on projects funded with the Complete Streets Program funds (CSP funds).

As stated in our Q4 2015 report, in calendar 2015 the RTC received a total of \$130,119.66 in CSP funds from the DMV, which were allocated to the following two projects to be completed during calendar 2016:

1. **City of Mesquite “Share the Road” Bike Signage project (\$12,000.00 allocation).**

City of Mesquite (COM) previously completed the installation of all 33 Share the Road bike signs at the locations described in the Q4 2015 report. The final report was approved at the October 13, 2016 RTC Board Meeting, and the project was closed.

2. **City of Las Vegas Complete Street Improvements projects (\$118,119.66 allocation).**

All work on the subject contract, as described in detail in the Q4 2015 report, was previously completed. The attached Final Report is scheduled to be approved at the February 9, 2017 RTC Board meeting, at which time the project will be closed.

Additionally, RTC’s Government Affairs, Media and Marketing department completed the Public Service Announcement (PSA) describing the benefits of complete streets and how simple it is for people to contribute to the Complete Streets fund when they register their vehicles at the DMV. The video is available at <http://www.rtcsnv.com/complete-streets/>.

Finally, during calendar year 2016, the RTC received a total of **\$242,947.98** in CSP funds from the DMV. Following the procedure described in the Q4 2015 report, the local jurisdictions met on November 24, 2016 and it was determined these funds will be allocated to the City of

Henderson and the City of Mesquite for complete streets projects to be constructed during calendar 2017. It is anticipated that interlocal contracts between the RTC and these two cities for the projects will be executed at the February 9, 2017 RTC board meeting.

Should you have any questions or require any additional information, please don't hesitate to contact me at (702) 676-1612 or by email to handm@rtcsonv.com.

Sincerely,



Paul M. (Mike) Hand, P.E.
Director of Engineering Services – Streets & Highways

Attachment

cc: (via e-mail)

Tina Quigley, General Manager
Fred Ohene, Deputy General Manager
Robert Herr, Director of Public Works, Parks and Recreation, City of Henderson
Bill Tanner, Director of Public Works, City of Mesquite
Travis Anderson, City Engineer, City of Mesquite

Final Report

Complete Streets Program - City of Las Vegas

City of Las Vegas
889

191A-CSF

<u>Invoice</u>	<u>Construction</u>	<u>Engineering</u>	<u>Staking</u>	<u>Database</u>	<u>Acquisition</u>	<u>R/W-Other</u>	<u>Amount</u>
TTL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LAS VEGAS, CITY OF							
6/14/2016 215957	11,350.25	0.00	0.00	0.00	0.00	0.00	11,350.25
7/19/2016 217757	30.00	0.00	0.00	0.00	0.00	0.00	30.00
8/16/2016 220137	37,177.93	0.00	0.00	0.00	0.00	10,000.00	47,177.93
8/30/2016 220782	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
12/20/2016 222097	34,561.48	0.00	0.00	0.00	0.00	0.00	34,561.48
TTL	108,119.66	0.00	0.00	0.00	0.00	10,000.00	118,119.66

	<u>Construction</u>	<u>Engineering</u>	<u>Staking</u>	<u>Database</u>	<u>Acquisition</u>	<u>R/W-Other</u>	<u>Total</u>
Project Totals	108,119.66	0.00	0.00	0.00	0.00	10,000.00	118,119.66
Encumbered	113,119.66	5,000.00	0.00	0.00	0.00	0.00	118,119.66
Balance	5,000.00	5,000.00	0.00	0.00	0.00	-10,000.00	0.00

Approval: _____

Paul Nicks

To: Stephanie Haddock
Subject: RE: Complete Street Report

From: Stephanie Haddock [<mailto:Shaddock@rtcwashoe.com>]
Sent: Wednesday, October 05, 2016 12:00 PM
To: Paul Nicks
Subject: Complete Street Report

Hi Paul –

Please see attached general ledger revenue report for Complete Street Program (CSP). CSP revenue through September 2016 is \$70,763.22. To date, the RTC has not expended or budgeted any CSP funds towards an identified project. As stated in our previous reports, the RTC anticipates that CSP funds will be programmed towards an identified complete street project in either the FY 2018 or FY 2019 annual budget. The RTC has identified several complete street projects (Sparks Blvd, Sun Valley Blvd, Oddie Blvd, Mill St) in our draft 2040 RTP for which these funds could be used.

Let me know if you have additional questions.

Thanks,
Stephanie Haddock, CGFM
Director of Finance/CFO
Regional Transportation Commission (RTC)
1105 Terminal Way, Ste. 300
Reno, NV 89502
775-335-1845 (phone)
775-348-3223 (fax)
www.rtcwashoe.com

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

Complete Streets Program Revenue

Account ID	Account Name	Organization ID	Organization Name	Project ID	Project Name	Fiscal Year	Period	Month	Amount
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates	2015	9	MAR	(3,391.74)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		10	APR	(2,061.18)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		11	MAY	(1,896.84)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		12	JUN	(1,991.88)
Fiscal Year 2015 - Total									(9,341.64)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates	2016	1	JUL	(2,049.30)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		2	AUG	(4,502.52)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		3	SEP	(4,460.94)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		4	OCT	(4,255.02)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		5	NOV	(3,993.66)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		6	DEC	(3,534.30)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		7	JAN	(3,352.14)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		8	FEB	(3,819.42)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		9	MAR	(3,983.76)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		10	APR	(4,783.68)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		11	MAY	(4,542.12)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		12	JUN	(4,171.86)
Fiscal Year 2016 - Total									(47,448.72)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates	2017	1	JUL	(4,447.08)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		2	AUG	(4,649.04)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		3	SEP	(4,876.74)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		4	OCT	(4,641.12)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		5	NOV	(4,138.20)
407-9-00	Misc. Non-	1.01.13	STREET & HIGHWAY	8131070	DMV Complete St		6	DEC	(3,722.40)

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

Complete Streets Program Revenue

Account ID	Account Name	Organization ID	Organization Name	Project ID	Project Name	Fiscal Year	Period	Month	Amount
	Transp'n. Rev.		PROGRAM		Plates	2017			
Fiscal Year 2017 - Total									(26,474.58)
PROJECT - LTD Total									(83,264.94)



CARSON CITY NEVADA
Consolidated Municipality and State Capital
PUBLIC WORKS

January 10, 2017

Mr. Paul Nicks
Budget Analyst V
State of Nevada, Governor's Finance Office
209 E. Musser Street, Room 200
Carson City, NV 89701

RE: Complete Streets Program Fund

Dear Mr. Nicks:

In response to a letter received from the Director of the Governor's Finance Office, Carson City is pleased to report on the use of funds received through the Department of Motor Vehicles' (DMV's) Complete Streets Program. On December 16, 2016, Carson City expended \$16,386.87 in DMV Complete Streets Program funds. The funds were used on the City's Downtown Complete Streets Project for bike racks. The project is located on Carson Street between William and Fifth Streets. Staff believes this project meets the intent of the program and is happy to provide quarterly updates going forward.

Carson City is grateful to be a part of this program. Staff believes this is a very beneficial program that will continue to grow as the public sees more successful projects like the Downtown Carson Complete Street project. Please feel free to contact me at 283-7396 with any questions or concerns. Thank you.

Sincerely,

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works

3505 Buttl Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112
Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental
Engineering, Transportation, Capital Projects



BOARD OF COMMISSIONERS

1594 Esmeralda Avenue, Minden, Nevada 89423

Lawrence A. Werner
COUNTY MANAGER
775-782-9821

COMMISSIONERS:
Barry Penzel, CHAIRMAN
Steven Thaler, VICE-CHAIRMAN
Nancy McDermid
Larry Walsh
Dave Nelson

January 10, 2017

Paul Nicks
Executive Branch Budget Officer
Governor's Finance Office
209 E. Musser St. Suite 200
Carson City, NV 89701

Dear Mr. Nicks,

Douglas County received \$2,043.36 for the Second Quarter FY17. As in the previous quarter these funds were used to partially fund our Buckeye Lane Road Reconstruction project which includes the addition of bike lanes.

Please let me know if you have any questions.

Thank you,

Caroline Chieffo
Senior Accountant
Douglas County Finance Division
1594 Esmeralda Ave
Minden NV 89423
Ph: 775-783-6451 Fax: 775-782-6271

Via Email Only, No Hard Copy Will Be Mailed

Mailing Address: P.O. Box 218, Minden, NV 89423

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

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

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

Date: January 11, 2017

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

From: Paul Nicks, Executive Branch Budget Officer *PN*
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 MOTOR VEHICLES – COMPLETE STREETS PROGRAM

Agenda Item Write-up:

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.

Additional Information:

The department shall deduct and withhold one percent of the contributions collected pursuant to statute to reimburse the department of its expenditures in collecting and distributing the contributions. The department began accepting contributions on December 15, 2014. The last report provided to the November 8, 2016 Board of Examiners was for the period from July 2016 through September 2016.

Statutory Authority: NRS 482.480, Subsection 11

REVIEWED: SM
INFO ITEM: _____

Brian Sandoval
Governor



Terri L. Albertson
Director

555 Wright Way
Carson City, Nevada 89711-0900
Telephone (775) 684-4368
www.dmvnv.com

January 11, 2017

Board of Examiners

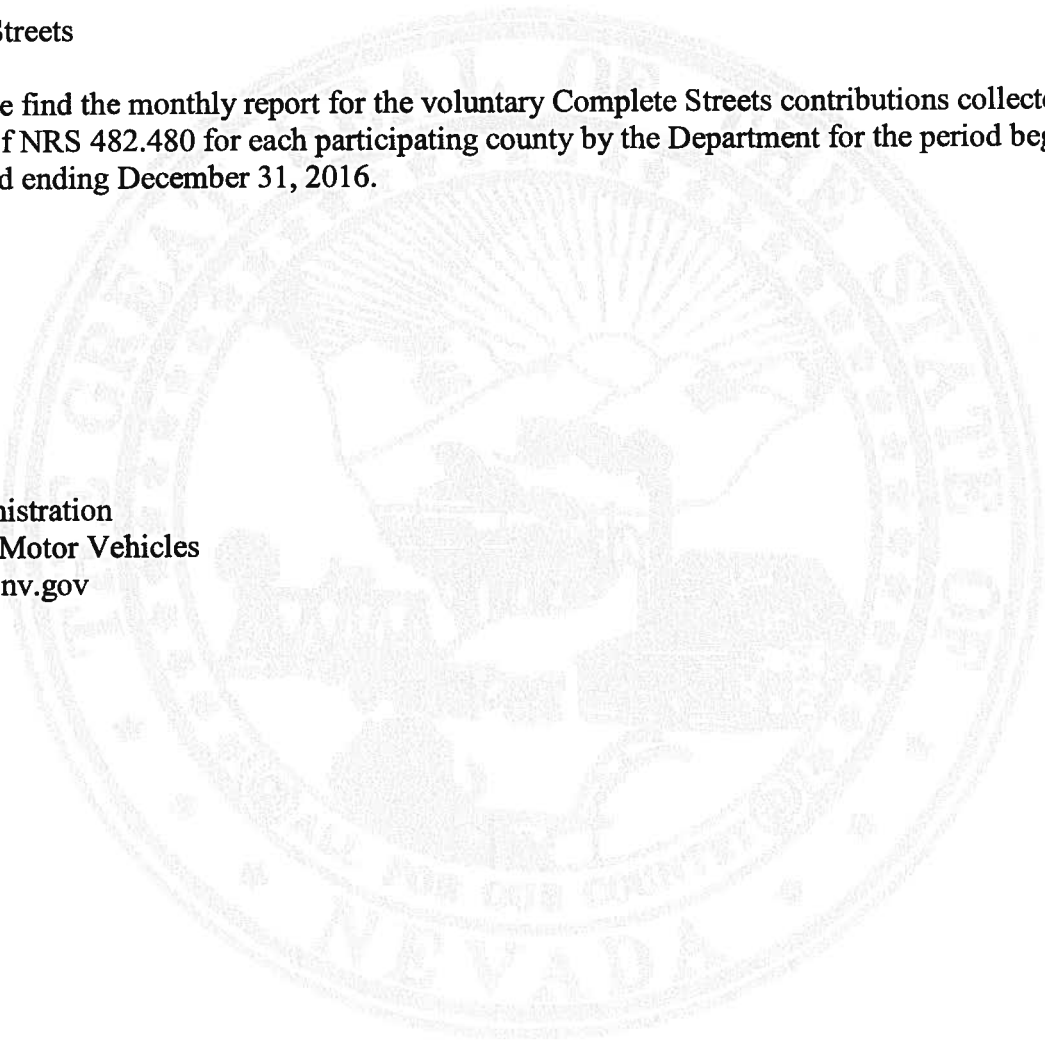
Re: Complete Streets

Attached, please find the monthly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning July 1, 2016 and ending December 31, 2016.

Sincerely,

Cyndie Munoz

Chief of Administration
Department of Motor Vehicles
cmunoz@dmv.nv.gov
775-684-4501



Department of Motor Vehicles
Complete Streets: Monthly Report FY17
Report Date: 1/11/2017
 Reporting Period: December 2016

County	Contributions													
	October		November		December		FY17 Q1		Year to Date		FY 16		FY 15	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$ 788.00	3.14%	\$ 720.00	3.12%	\$ 664.00	2.93%	\$ 2,724.00	3.23%	\$ 4,896.00	3.16%	\$ 9,312.00	3.09%	\$ 2,005.00	4.18%
Clark	\$ 19,418.00	77.42%	\$ 17,922.00	77.64%	\$ 17,738.00	78.40%	\$ 64,948.00	76.99%	\$ 120,026.00	77.36%	\$ 240,872.00	79.80%	\$ 33,676.00	70.22%
Douglas	\$ 696.00	2.77%	\$ 680.00	2.95%	\$ 644.00	2.85%	\$ 2,376.00	2.82%	\$ 4,396.00	2.83%	\$ 1,304.00	0.43%	\$ 0.00	0.00%
Washoe	\$ 4,180.00	16.67%	\$ 3,760.00	16.29%	\$ 3,580.00	15.82%	\$ 14,310.00	16.96%	\$ 25,830.00	16.65%	\$ 50,350.00	16.68%	\$ 12,278.00	25.60%
Total	\$25,082.00	100.00%	\$23,082.00	100.00%	\$22,626.00	100.00%	\$84,358.00	100.00%	\$155,148.00	100%	\$301,838.00	100.00%	\$47,959.00	100.00%

County	DMV Commission (1%)													
	October		November		December		FY17 Q1		Year to Date		FY 16		FY 15	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$ 788.00	3.14%	\$ 720.00	3.12%	\$ 664.00	2.93%	\$ 2,724.00	3.23%	\$ 4,896.00	3.16%	\$ 9,312.00	3.09%	\$ 20.05	4.18%
Clark	\$ 19,418.00	77.42%	\$ 17,922.00	77.64%	\$ 17,738.00	78.40%	\$ 64,948.00	76.99%	\$ 120,026.00	77.36%	\$ 240,872.00	79.80%	\$ 336.76	70.22%
Douglas	\$ 696.00	2.77%	\$ 680.00	2.95%	\$ 644.00	2.85%	\$ 2,376.00	2.82%	\$ 4,396.00	2.83%	\$ 1,304.00	0.43%	\$ 0.00	0.00%
Washoe	\$ 4,180.00	16.67%	\$ 3,760.00	16.29%	\$ 3,580.00	15.82%	\$ 14,310.00	16.96%	\$ 25,830.00	16.65%	\$ 50,350.00	16.68%	\$ 122.78	25.60%
Total	\$250.82	100.00%	\$230.82	100.00%	\$226.26	100.00%	\$843.58	100.00%	\$1,551.48	100%	\$3,018.38	100.00%	\$479.59	100.00%

County	Distributions													
	October		November		December		FY17 Q1		Year to Date		FY 16		FY 15	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$ 780.12	3.14%	\$ 712.80	3.12%	\$ 657.36	2.93%	\$ 2,696.76	3.23%	\$ 4,847.04	3.16%	\$ 9,218.88	3.09%	\$ 1,984.95	4.18%
Clark	\$ 19,223.82	77.42%	\$ 17,742.78	77.64%	\$ 17,560.62	78.40%	\$ 64,298.52	76.99%	\$ 118,825.74	77.36%	\$ 238,463.28	79.80%	\$ 33,339.24	70.22%
Douglas	\$ 689.04	2.77%	\$ 673.20	2.95%	\$ 637.56	2.85%	\$ 2,352.24	2.82%	\$ 4,352.04	2.83%	\$ 1,290.96	0.43%	\$ 0.00	0.00%
Washoe	\$ 4,138.20	16.67%	\$ 3,722.40	16.29%	\$ 3,544.20	15.82%	\$ 14,166.90	16.96%	\$ 25,571.70	16.65%	\$ 49,846.50	16.68%	\$ 12,155.22	25.60%
Total	\$24,831.18	100.00%	\$22,851.18	100.00%	\$22,399.74	100.00%	\$83,514.42	100.00%	\$153,596.52	100%	\$298,819.62	100.00%	\$47,479.41	100.00%

- Note:
- DMV began accepting contributions on 12/15/14.
 - DMV began accepting Douglas County contributions on 5/9/16.

**Department of Motor Vehicles
Complete Streets Report: Donations
2017**

County	October	November	December	FY17 Q1	Year To Date	FY16	FY15
Carson City							
Donations	394	360	332	1,362	2,448	4,656	942
Registrations	2,900	2,757	2,727	9,918	18,302	36,588	18,438
Percent that Donated	13.59%	13.06%	12.17%	13.73%	13.38%	12.73%	5.11%
Clark							
Donations	9,709	8,961	8,869	32,474	60,013	120,436	15,782
Registrations	66,150	63,027	63,540	214,321	407,038	835,131	416,961
Percent that Donated	14.68%	14.22%	13.96%	15.15%	14.74%	14.42%	3.79%
Douglas							
Donations	348	340	322	1,188	2,198	652	0
Registrations	3,492	3,137	3,083	11,345	21,057	7,791	0
Percent that Donated	9.97%	10.84%	10.44%	10.47%	10.44%	8.37%	0.00%
Washoe							
Donations	2,090	1,880	1,790	7,155	12,915	25,175	5,753
Registrations	18,215	16,777	16,188	61,576	112,756	232,229	119,959
Percent that Donated	11.47%	11.21%	11.06%	11.62%	11.45%	10.84%	4.80%
Total							
Donations	12,541	11,541	11,313	42,179	77,574	150,919	22,477
Registrations	90,757	85,698	85,538	297,160	559,153	1,111,739	555,358
Percent that Donated	13.82%	13.47%	13.23%	14.19%	13.87%	13.58%	4.05%

Notes

1. Registration transaction counts come from: G:\Crystal Report\VR\Registrations\New and Renewal Registrations
2. Registration transactions include new registrations and registration renewals completed on the Kiosk, Web and MyDMV Portal only.
3. DMV began accepting Douglas County contributions on 5/9/16.