

ATTACHMENT A

SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with Intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision.

This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

Definitions:

Developmental disability is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

Intellectual disability is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

In Home Supported Living Environment - children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

Person Centered Planning – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

Related condition – a developmental disability (e.g. cerebral palsy, epilepsy, autistic disorder), occurring prior to the age of 22. This condition must have a high association with mental retardation, in that the impairment is similar to a person with mental retardation; the person requires similar services or treatment; the condition results in substantial functional limitation in at least three areas of major life activities that include self care, understanding and use of language, learning, mobility, self direction and capacity for independent living.

Service coordination – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

Support services – those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

Supported Living Arrangement – supports provided to children living in homes usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

Qualified providers - providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/or a related condition to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to mental retardation that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
 - d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Mental Retardation Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the funding agent to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines, as specified by the County (200%).
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

- 10) Perform case management services and authorize appropriate services available to the child as specified by the County for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children as authorized by the County.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit monthly claims and supporting documents to the County for services provided as authorized by the County per Attachment C not covered by Medicaid, and for the non-federal share of Medicaid paid claims. Supporting documents are defined as the fiscal Excel workbook attached to each invoice that delineates services provided.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.
- 4) To fund the county selected services specifically identified in Attachment C at the identified level and that funds transferred to ADSD are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services authorized in this Agreement by the funding agent.
- 8) To develop, along with ADSD, criteria to be used to determine eligibility for each specific service.
- 9) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 10) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 11) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying developmental disabilities and all non-federal share costs will be paid by the County.

ATTACHMENT B
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Aging and Disability Services
Herein after referred to as the "Covered Entity"

and

County of Esmeralda County
Herein after referred to as the "Business Associate"

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

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

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

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

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

- I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health,

Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

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

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **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, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
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 that received training and the date the training was provided or received.

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

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

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

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

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

VI. MISCELLANEOUS

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

6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

**Department of Health and Human Services
Aging and Disability Services**

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

(Authorized Signature)

Jane Gruner

Administrator

(Date)

BUSINESS ASSOCIATE

(Business Name)

(Business Address)

(City, State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

ATTACHMENT C

SERVICES BILLING RATES

_____ RESPITE SERVICE	AMOUNT FUNDED _____
_____ IN-HOME HABILITATION	AMOUNT FUNDED _____
_____ PURCHASE OF SERVICE	AMOUNT FUNDED _____
_____ CLINICAL SERVICES*	AMOUNT FUNDED _____
_____ SUPPORTED LIVING ARRANGEMENTS	AMOUNT FUNDED _____
_____ TARGETED CASE* MANAGEMENT	AMOUNT FUNDED _____

_____ THE NATURE AND SCOPE OF SERVICES CURRENTLY PROVIDED BY ADSD
WILL REMAIN UNCHANGED.

MY SIGNATURE MEANS THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT

COUNTY OF ESMERALDA

Signature	Date	Title
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All services will be billed at ADSD current rates as follows:

Targeted Case Management *Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). ADSD will bill CMS for Medicaid reimbursement and county for state share of cost.

Clinical Services * Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). ADSD will bill CMS for Medicaid reimbursement and county for state share of cost. Clinical Services include individual and group therapy (counseling), behavioral therapy, and clinical assessments.

Respite Services rate is currently \$125 per month per child.

In Home Habilitation is currently a legislatively set hourly rate of \$18.86.

Purchase of Service rate is currently a one time allotment of \$250 per child per year for emergency services.

Supported Living Arrangements is currently a legislatively set hourly rate of \$18.86.

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approval for Mr. Chuck Klenus of Nevada Paranormal Task Force, a production company based in Las Vegas to film their web series, History and Hunts inside the Goldfield Courthouse and Jail....

AGENDA REQUEST FORM

1. Circle or check one: Commission Highway RTC Liquor

2. Discussion/Decision: Approval for Mr. Chuck Klenus of Nevada Paranormal Task Force, a production group based in Las Vegas to film their web series, History & Haunts inside the Goldfield Courthouse & Jail this August as well as the Goldfield High School this August or September. They carry \$1 million dollar general liability insurance. All of their shoots will start around 5 pm. set up and should wrap up around 5 am.

3. Action: Yes No (You must check one)

4. Fiscal Impact: Yes No (If yes, you must submit explanation with back up information)

5. Funding source:

6. Business Impact Statement: Yes No (Contact District Attorney for guidance)

7. Related Department notified: Yes No

8. Will be presented by: Charles Klenus

9. Date submitted: June 4, 2014

Meeting date: July 1, 2014

Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head eight working days (excluding holidays and day of the meeting) or twelve calendar days (excluding holidays and day of the meeting) prior to the meeting date

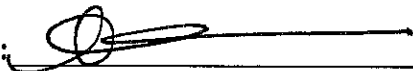
If backup is not provided, item may be tabled or dismissed.

Backup provided

Backup not provided

10. Backup information received by: AD

11. Signed:



Person submitting agenda request

Amanda Daeseleer

From: Sandra Johnson <sjesmcoaa@gmail.com>
Sent: Saturday, May 24, 2014 12:56 PM
To: Amanda Daeseleer
Subject: Fwd: Filming in goldfield & Tonopaj

Amanda, could you check with the commissioners to see if they are interested please.

Sandy

----- Forwarded message -----

From: **charles klenus** <cmklenus@icloud.com>
Date: Fri, May 23, 2014 at 11:28 AM
Subject: Filming in goldfield & Tonopaj
To: "sjesmcoaa@gmail.com" <sjesmcoaa@gmail.com>

My name is chuck klenus with Nevada Paranormal Task Force. A production group based in Las Vegas. We are interested in filming our web series. History & Haunts inside The. Goldfield. Courthouse & Jail this august. &. Goldfield High School. This August or September .We are also Interested in filming in the Basement of the Mizpah hotel and the Benton Hotel in Tonopah .We carry \$ 1 million dollar general liability insurance .All of our shoots will start around 5 pm. Set up and should wrap up around. 5am I can be reached at. 702 883 0091. Or email. Cmklenus@gmail.com. Thank you. Chuck klenus. Founder

Sent from my iPhone

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Presentation by Nevada State Bank in regards to the County Investment Portfolio and other services Nevada State Bank could offer.

AGENDA REQUEST FORM

1. Circle one: Commission Highway RTC Liquor

2. Discussion/Decision:

Discussion only: Presentation by Nevada State Bank
in regards to the County Investment Portfolio and other
services Nevada State Bank could offer.

3. Action: Yes [] No (You must check one)

4. Fiscal Impact: Yes [] No [] (If yes, you must submit explanation with back up information)

5. Funding source:

6. Business Impact Statement: Yes [] No [] (Contact District Attorney for guidance)

7. Related Department notified: Yes [] No []

8. Will be presented by: Dan Dykes

9. Date submitted: 5/23/14 Meeting date: 8/4/14

Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head seven days prior to the meeting

If backup is not provided, item may be tabled or dismissed.

Backup provided []

Backup not provided []

10. Backup information received by:

11. Signed: Linda Egan
Person submitting agenda request

COMMISSIONER'S AGENDA

*FOR POSSIBLE ACTION: DISCUSSION/DECISION: Review and approve the AIG Airport Liability Insurance renewal proposal and approve payment from fiscal year 2014-2015 fund.

AGENDA REQUEST FORM

1. Circle or check one: Commission Highway RTC Liquor
2. Discussion/Decision: Review and approve the AIG Airport Liability Insurance renewal proposal and approve payment from fiscal year 2014-2015 fund.
3. Action: Yes [x] No [] (You must check one)
4. Fiscal Impact: Yes [] No [x] (If yes, you must submit explanation with back up information)
5. Funding source:
6. Business Impact Statement: Yes [] No [x] (Contact District Attorney for guidance)
7. Related Department notified: Yes [] No [x]
8. Will be presented by: Commissioners
9. Date submitted: June 17, 2014 Meeting date: July 1, 2014

Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head eight working days (excluding holidays and day of the meeting) or twelve calendar days (excluding holidays and day of the meeting) prior to the meeting date

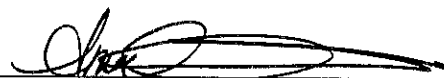
If backup is not provided, item may be tabled or dismissed.

Backup provided [x]

Backup not provided []

10. Backup information received by: AED

11. Signed:



Person submitting agenda request

EMERALDA COUNTY COMMISSIONERS
Airport Liability Insurance
July 1, 2014 Renewal Quotations

2013 Chartis (AIG) = \$1,767	Commerce & Industry (AIG)	ACE USA (ACE)	PHX = Pass QBE = Pass USAIG = Pass
Best Rating	A	A+	
Financial Size	XV	XV	
Annual Premium	\$1,767 (Lida & Dyer)	\$2,815 Lida & Dyer)	
Limit of Liability	\$1,000,000	\$1,000,000	
Premises & Operations	Included	Included	
Products / Completed Operations	Not Covered	Included	
Hangarkeepers Liab	\$300,000 Ea. AC \$600,000 Ea. Occ Ded \$1,000 Ea.AC	\$250,000 EA. AC \$500,000 EA. Occ. Ded. NIL	
Personal Injury Liability	Included*	Included*	
Contractual Liability	Not Covered	Not Covered	
Independent Contractors	Not Covered	Not Covered	
Premises Medical	\$3,000 Ea Person	\$3,000 Ea. Person	
Fire Damage Legal Liab	\$100,000	\$100,000	
Non-Owned A/C Liab. *Annual Aggregate	Not Included TRIA \$318	Included TRIA \$352	

EASON INSURANCE SERVICE INC
PO BOX 551
Tonopah, NV 89049
(775) 482-6221

Invoice

Date	Invoice #
07/01/2014	110001059

Due Date: 7/1/2014

Bill To:

Esmeralda County Commissioners

PO Box 517
Goldfield, NV 89013

Description

Amount

Airport Liability Insurance 2014/2015 - AIG Policy AP 3790760-06

\$1,767.00

Thank you for your business.

Total: \$1,767.00

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Review, discuss and approve the fiscal year 2014-2015 Capital Outlay Items for items with a cost of \$3000 or more, as per the Budget Workshop discussions...

AGENDA REQUEST FORM

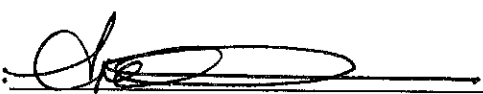
1. Circle or check one: Commission Highway RTC Liquor
2. Discussion/Decision: Review, discuss and approve the fiscal year 2014-2015 Capital Outlay Items for items with a cost of \$3000 or more, as per the Budget Workshop discussions. Funds have been set aside in the FY 2014-2015 budget to cover the listed items.
3. Action: Yes No (You must check one)
4. Fiscal Impact: Yes No (If yes, you must submit explanation with back up information)
5. Funding source:
6. Business Impact Statement: Yes No (Contact District Attorney for guidance)
7. Related Department notified: Yes No
8. Will be presented by: Commissioners
9. Date submitted: June 17, 2014 Meeting date: July 1, 2014

Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head eight working days (excluding holidays and day of the meeting) or twelve calendar days (excluding holidays and day of the meeting) prior to the meeting date

If backup is not provided, item may be tabled or dismissed.

Backup provided Backup not provided

10. Backup information received by: AED

11. Signed: 
Person submitting agenda request

April 16, 2014 FY 15 CAPITAL OUTLAY ITEMS
cost \$3,000 and above

Department	Request	Cost
Commissioner	Vehicle- 1 used	\$0.00
Clerk & Treasurer	copier	\$0.00 Lease opt.
Maintenance	portable welder/generator	\$0.00
GF Ambulance	EKG monitor	\$0.00
SP Ambulance	Bay heater 1000,000 BTU	\$0.00
Sheriff	security camera	\$0.00
GF Park	grant match for playground equipment	\$0.00
Gold Point Fire Dept	used diesel engine	\$0.00
TOTAL GENERAL FUND		\$0.00
Road	F10 wheeler water truck	\$15,000.00
	pressure washer	\$6,000.00
	rail replace	\$12,000.00
	crew vehicle(s)	\$15,000.00
	TOTAL ROAD	\$48,000.00
Regional Streets	Road work approved by Hwy Commission	\$30,000.00
Mining Map	microfilm machine / scanner	\$75,000.00
Recorder's Technology	book scanner, film reader	\$10,000.00
Justice Court Assessment	court house carpet/flooring	\$66,000.00
Solid Waste	hydraulic thumb for excavator	\$3,250.00
	2 - roll off containers	\$7,000.00
	TOTAL SOLID WASTE	\$10,250.00
District 1	welcome center	\$45,000.00
TOTAL DISTRICT 1		\$45,000.00
District 2	ballfield	\$28,200.00
	transfer to Road	\$30,000.00
	intergov't transfer to SP Town	\$10,000.00
	TOTAL DISTRICT 2	\$68,200.00

Department	Request	Cost
District 3	FLV Rec. Center/gym	\$304,287.00
TOTAL DISTRICT 3		<u>\$304,287.00</u>

Capital Project	FLV Road shop repairs	\$12,000.00
	finish FLV Rec. center	\$50,000.00
	electric for FLV Gym	\$14,000.00
	FLV Irr. - water pump	\$12,500.00
	CDBG FLV replace. Well	\$15,000.00
	FLV Library	\$5,000.00
	drywall, elect - GF Road shop	\$10,000.00
	ramp GF Road shop	\$7,000.00
	roof & repairs annex bldg	\$3,000.00
	extend GF Firehouse	\$200,000.00
	Assessor Vehicle-	\$35,000.00
	SP Ambulance Bay heater 1000,000 BTU	\$3,500.00
	Sheriff security camera	\$5,000.00
	Gold Point used diesel engine	\$7,500.00
	new jail acquisition	\$50,000.00
	communications	\$100,000.00
	used vehicle BCC	\$0.00
	portable welder/gen Maint	\$4,000.00
	Grant match GF Park playground equip.	\$4,000.00
		\$0.00
TOTAL CAPITAL PROJECTS		\$537,500.00

Ambulance Capital Project	EKG monitor GF ambulance	\$8,000.00
	major amb. repairs/ equip. - state required	\$137,000.00
	if not used this year - grant match-new amb	
	TOTAL AMBULANCE CAP PROJECTS	\$145,000.00

GF Town Fire Dept.	grant match	\$25,000.00
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GF Utility Capital Replace. Reserve		\$24,000.00
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SP Utility Capital Replace. Reserve		\$21,498.00
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COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION – EMERGENCY ITEMS**

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION -**

Recess meeting pursuant to NRS 241.015(2)(b)(2) for purpose of conferring with legal Counsel regarding potential or current litigation.

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION -**

Discussion, deliberation and possible decision on conference with legal counsel regarding potential or current litigation presented in closed session.

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION –**

Closure of meeting pursuant to NRS 288.220 for purposes of conducting labor negotiations, conferring regarding labor negotiations, issues and other personnel matters.

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION -**

Discussion, deliberation and possible decision on labor negotiations, issues and other personnel matters presented in closed meeting.

COMMISSIONER'S AGENDA

CORRESPONDENCE

COMMISSIONER'S AGENDA

PUBLIC COMMENT:

(Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)

COMMISSIONER'S AGENDA

*ADJOURNMENT.