



## NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

**Day:** Wednesday  
**Date:** November 9, 2016  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

**AGENDA NOTES:** The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [ppittenger@carson.org](mailto:ppittenger@carson.org), or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on November 7, 2016).

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

**AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**DISCLOSURES:** Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

## **2. PUBLIC COMMENT:**

Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

## **3. APPROVAL OF MINUTES:**

3.A **(For Possible Action)** August 16, 2016 Draft Minutes

## **4. PUBLIC MEETING ITEM(S):**

**4.A (For Possible Action)** To approve a 90-day contract extension that provides partial reimbursement for the transportation of eligible Medicaid recipients with the State of Nevada, acting by and through its Department of Health Care Financing and Policy (DHCFP), and the Carson City Regional Transportation Commission (RTC), and to authorize the Transportation Manager to execute a longer term contract renewal.

**Staff Summary:** The proposed contract enables Carson City RTC to receive partial reimbursement for transportation services provided to eligible Medicaid recipients through the JAC Assist transit service, extending the original period of January 1, 2012, to December 31, 2016, by 90 days. Additionally, approval would authorize the Transportation Manager to execute a longer term contract, similar to the one that is currently active.

**4.B (For Possible Action)** To approve proposed revisions to the snow removal map.

**Staff Summary:** Changes are proposed to the Carson City snow removal map to improve the efficiency of snow removal operations and to accommodate changes to the road network.

**4.C (Information only)** Update on TRAFCC meeting and discussion of TRAFCC moving forward.

**Staff Summary:** To provide the RTC and the public information about TRAFCC meetings and the future.

## **5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):**

5.A Street Operations Activity Report

5.B Project Status Report

5.C Future Agenda Items

**6. BOARD COMMENTS (Information only):**

Status reports and comments from the members of the RTC Board.

**7. PUBLIC COMMENT:**

Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**8. ADJOURNMENT: For Possible Action**

**The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, December 14, 2016, at the Sierra Room - Community Center, 851 East William Street.**

This agenda has been posted at the following locations on Thursday, November 3, 2016, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Planning Division, 108 E. Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

City Website: [www.carson.org/agendas](http://www.carson.org/agendas)

State Website: <https://notice.nv.gov>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 16, 2016 Meeting**

**Page 1**

**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting, on Tuesday, August 16, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
Commissioner Robert Crowell  
Commissioner Mark Kimbrough

**STAFF:** Darren Schulz, Public Works Department Director  
Patrick Pittenger, Transportation Manager  
Dirk Goering, Senior Transportation Planner  
Graham Dollarhide, Transit Coordinator  
Hailey Lang, Transportation Planner  
Dan Yu, Deputy District Attorney  
Kathleen King, Chief Deputy Clerk

**NOTE:** A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Recording Secretaries Division of the Carson City Clerk's Office, during regular business hours.

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:16:12) -** Chairperson Bonkowski called the meeting to order at 5:16 p.m. Ms. King called the roll; a quorum was present. Vice Chairperson Smolenski and Commissioner Zenteno were absent

**2. PUBLIC COMMENT (5:17:00) -** Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**3. POSSIBLE ACTION ON APPROVAL OF MINUTES - July 13, 2016 (5:17:16) -** Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to approve the minutes, as presented. Commissioner Crowell seconded the motion. Motion carried 3-0.**

**4. PUBLIC MEETING ITEMS:**

**4(A) POSSIBLE ACTION TO DETERMINE THAT TITAN ELECTRICAL CONTRACTING, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-128, "CARSON CITY FLASHING YELLOW TURN SIGNALS 2016 UPGRADES," FOR \$413,043.00, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$41,304.30, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$454,347.30, TO BE FUNDED FROM THE RTC FUND, AS PROVIDED IN THE FY 2017 BUDGET (5:17:34) -** Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained questions of the commissioners and of the public and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to determine that Titan Electrical Contracting, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-128, "Carson City Flashing Yellow Turn Signals 2016 Upgrades," for \$413,043.00, plus a ten percent contingency amount of up to \$41,304.30, for a total**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 16, 2016 Meeting**

**not-to-exceed amount of \$454,347.30, to be funded from the RTC Fund, as provided in the FY 2017 budget. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

<b>RESULT:</b>	Approved [3 - 0 - 2]
<b>MOVER:</b>	Commissioner Mark Kimbrough
<b>SECOND:</b>	Commissioner Robert Crowell
<b>AYES:</b>	Commissioners Kimbrough, Crowell, and Chair Bonkowski
<b>NAYS:</b>	None
<b>ABSENT:</b>	Vice Chair Smolenski and Commissioner Zenteno
<b>ABSTAIN:</b>	None

**4(B) POSSIBLE ACTION TO DETERMINE THAT INTERMOUNTAIN SLURRY SEAL, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1617-032, “2016 LONG LINE STRIPING PROGRAM,” FOR A BASE BID OF \$162,224, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$16,222.40, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$178,446.40, TO BE FUNDED FROM THE PROPERTY SERVICES / LONG LINE STRIPING ACCOUNT, AS PROVIDED IN THE FY 2017 BUDGET (5:21:46) -** Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional commissioner questions or comments and public comments. When no additional questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Kimbrough moved to determine that Intermountain Slurry Seal, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1617-032, “2016 Long Line Striping Program,” for a base bid of \$162,224, plus a ten percent contingency amount of up to \$16,222.40, for a total not-to-exceed amount of \$178,446.40, to be funded from the Property Services / Long Line Striping Account, as provided in the FY 2017 budget. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

<b>RESULT:</b>	Approved [3 - 0 - 2]
<b>MOVER:</b>	Commissioner Mark Kimbrough
<b>SECOND:</b>	Commissioner Robert Crowell
<b>AYES:</b>	Commissioners Kimbrough, Crowell, and Chair Bonkowski
<b>NAYS:</b>	None
<b>ABSENT:</b>	Vice Chair Smolenski and Commissioner Zenteno
<b>ABSTAIN:</b>	None

**4(C) INFORMATION ONLY ON THE TRAFCC MEETING UPDATE FOR THE THURSDAY, JULY 28, 2016 MEETING (5:25:02) -** Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger advised that the August 25, 2016 meeting may be held in the Sierra Room. On September 22<sup>nd</sup>, the “kick-off meeting for the South Carson Street Corridor Study” will take place. Chairperson Bonkowski entertained commissioner questions or comments and public comments; however, none were forthcoming. (5:35:00) Commissioner Kimbrough commended Mr. Pittenger's facilitation of the TRAFCC meeting. Commissioner Crowell commended Mr. Pittenger's recent speech to the Rotary Club.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 16, 2016 Meeting**

**Page 3**

**DRAFT**

**5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:**

**5(A) STREET OPERATIONS ACTIVITY REPORT (5:28:36)** - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. In response to a further question, he discussed a recent sealing project on Lompa Lane, between Carmine Street and College Parkway. Mayor Crowell commended the wide crack repair on Northridge Drive. Commissioner Kimbrough commended the Kings Canyon Trailhead repair.

**5(B) PROJECT STATUS REPORT (5:35:49)** - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials.

**5(C) FUTURE AGENDA ITEMS (5:40:32)** - Chairperson Bonkowski introduced this item, and Mr. Pittenger advised he had nothing presently scheduled.

**6. COMMISSIONER COMMENTS (5:40:41)** - Chairperson Bonkowski introduced this item, and entertained commissioner comments. None were forthcoming.

**7. PUBLIC COMMENT (5:40:47)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**8. ACTION ON ADJOURNMENT (5:40:55)** - Commissioner Kimbrough moved to adjourn the meeting at 5:40 p.m.

The Minutes of the August 16, 2016 Carson City Regional Transportation Commission meeting are so approved this \_\_\_\_\_ day of September, 2016.

---

BRAD BONKOWSKI, Chair



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** November 9, 2016

**Staff Contact:** Graham Dollarhide, Transit Coordinator

**Agenda Title: (For Possible Action)** To approve a 90-day contract extension that provides partial reimbursement for the transportation of eligible Medicaid recipients with the State of Nevada, acting by and through its Department of Health Care Financing and Policy (DHCFP), and the Carson City Regional Transportation Commission (RTC), and to authorize the Transportation Manager to execute a longer term contract renewal.

**Staff Summary:** The proposed contract enables Carson City RTC to receive partial reimbursement for transportation services provided to eligible Medicaid recipients through the JAC Assist transit service, extending the original period of January 1, 2012, to December 31, 2016, by 90 days. Additionally, approval would authorize the Transportation Manager to execute a longer term contract, similar to the one that is currently active.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

---

### **Proposed Motion**

I move to approve a 90-day contract extension that provides partial reimbursement for the transportation of eligible Medicaid recipients with the State of Nevada, acting by and through its Department of Health Care Financing and Policy (DHCFP), and the Carson City Regional Transportation Commission (RTC), and to authorize the Transportation Manager to execute a longer term contract renewal.

### **Background/Issues & Analysis**

This contract was originally developed to allow reimbursement by DHCFP to the Carson City RTC, including retroactive payments, for transportation services provided to eligible Medicaid recipients. DHCFP will continue to refer its eligible Medicaid recipients to JAC Assist as a means of transportation for Medicaid eligible trips as it has done since July 2012. Approval of this contract would allow Carson City RTC to recover some of the cost associated with these passengers.

Reimbursement under this contract is done on a quarterly basis throughout the fiscal year, and is based on DHCFP's verification. Beginning with fiscal year 2017, DHCFP entered into a contract with a new third party transportation broker (MTM). DHCFP reviews JAC Assist and MTM trip records in order to determine the amount to be reimbursed to the Carson City RTC. Staff will be using the 90 day extension period to evaluate the effectiveness of the new broker, and may determine that the trip reservation and verification process is less effective and/or more onerous on contract operator and City staff, and therefore does not provide a net gain in value to the Carson City RTC.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 225-0000-331.18-03

Is it currently budgeted?  Yes  No,

Explanation of Fiscal Impact: The 90 day extension is a time extension only, and does not impact the reimbursement amount established in the original contract. The long term extension would include a new "not-to-exceed" amount of reimbursement, but the method of reimbursement would not change.

**Alternatives** - N/A

**Supporting Material**

- Amendment #1 to Interlocal Contract between DHCFP and Carson City RTC
- Original Interlocal Contract between DHCFP and Carson City RTC

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)



**AMENDMENT #1 TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
Acting By and Through Its

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)  
THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**  
1100 East William Street, Suite 108  
Carson City, Nevada 89701  
Phone: 775-684-3600 Fax: 775-687-3839

And

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)**  
3505 Butti Way  
Carson City, Nevada 89701-3498  
Contact Graham Dollarhide, Transit Coordinator  
Phone: 775-283-7583 Fax: 775-887-2112

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated December 3, 2013 attached hereto as Exhibit A, remain in full force and effect with the exception and addition of the following:
  - A. The purpose of this amendment is to extend the contract term from December 31, 2016 to March 31, 2017.

**Current Contract Language:**

3. CONTRACT TERM. This Contract shall be effective from January 1, 2012 to December 31, 2016 unless sooner terminated by either party as set forth in this Contract.

**Amended Contract Language:**

3. CONTRACT TERM. This Contract shall be effective from January 1, 2012 to March 31, 2017 unless sooner terminated by either party as set forth in this Contract.
2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners or the Clerk of the Board.





Brian Sandoval  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
*Director*

LAURIE SQUARTSOFF  
*Administrator*

December 13, 2013

Carson City Regional Transportation Commission  
3505 Butti Way  
Carson City Nevada 89701-3498  
Attention Ken Smithson

Dear. Mr. Smithson,

I have enclosed an executed copy of the contract between DHCFP and Carson City RTC for paratransit services.

Please contact me at (775) 684-3699 if you have any questions or concerns.

Sincerely

A handwritten signature in cursive script that reads "Conni Bohemier".

Conni Bohemier  
Certified Contract Manager  
Division of Health Care Financing and Policy

Enclosure

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Division of Health Care Financing and Policy  
1100 E William Street, Ste 108  
Carson City Nevada 89701  
Phone: 775-684-3600  
Fax: 775-687-3839

and

Carson City Regional Transportation Commission  
3505 Butti Way  
Carson City Nevada 89701-3498  
Contact Ken Smithson, Transit Coordinator  
Phone: 775-887-2355 ext 30583  
Fax: 775-887-2112

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
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.
3. CONTRACT TERM. This Contract shall be effective from January 1, 2012 to December 31, 2016 unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. 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 set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT C: BUDGET PROPOSAL

7. CONSIDERATION. Carson City Regional Transportation Commission agrees to provide DHCFP the non-federal share in the form of IGT (Inter Governmental Transfer) for the services set forth in paragraph (6) of approximately \$66,077.00 for the retroactive period of January 1, 2012 through December 31, 2012, approximately \$32,003.00 for the period of January 1, 2013 through June 30, 2013, approximately \$58,665.00 for state fiscal year 2014, approximately \$58,665.00 for state fiscal year 2015 and approximately \$29,333.00 for the period of July 1, 2015 through December 31, 2015 (SFY 2016), not to exceed \$244,743.00 for the contract term. After receipt of the aforementioned amount, the Division of Health Care Financing and Policy agrees to pay Carson City Regional Transportation Commission approximately \$158,984.00 for the retroactive period of January 1, 2012 through December 31, 2012, approximately \$79,492.00 for the period of January 1, 2013 through June 30 2013, approximately \$158,984.00 for State Fiscal year 2014, approximately \$158,984.00 for State Fiscal year 2015 and approximately \$79,492.00 for the period of July 1, 2015 through December 31, 2015 (SFY 2016) not to exceed \$635,900.00 for the contract term. Any intervening end to an annual or 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.

8. 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 expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, 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.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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.

13. INDEMNIFICATION. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If any part of this Agreement is contracted or subcontracted, the Carson City Regional Transportation Commission shall require its contractor(s) and subcontractor(s) to name the State of Nevada as an additional insured to the same extent that the Carson City Regional Transportation Commission is named as an additional insured as required under the contract.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. 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.

16. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

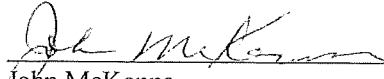
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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




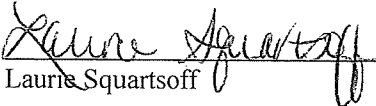
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

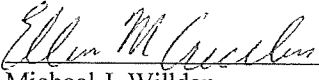
**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

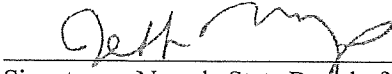
 \_\_\_\_\_ Chairperson  
John McKenna Date Title

**DIVISION OF HEALTH CARE FINANCING AND POLICY**

 10/31/13 \_\_\_\_\_  
Leah Lamborn Date Chief Fiscal Officer, DHCFP  
Title

 11/1/13 \_\_\_\_\_  
Laurie Squartsoff Date Administrator, DHCFP  
Title

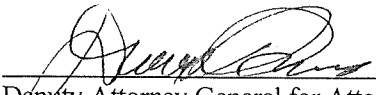
*for*  11/4/13 \_\_\_\_\_  
Michael J. Willden Date Director, DHHS  
Title

 \_\_\_\_\_  
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 12-3-13 \_\_\_\_\_  
(Date)

 \_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada  
On 10/23/2013 \_\_\_\_\_  
(Date)



# **ATTACHMENT**

**A**

Attachment A

Regional Transportation Commission

Scope of Work

The Regional Transportation Commission (RTC) agrees to the following:

1. To provide paratransit services for Medicaid eligible paratransit recipients as described and limited to the conditions in the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9, the Medicaid Services Manual and the contract between the Division of Health Care Financing and Policy (DHCFP) and RTC. Services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides, and written documentation of those recipients will be provided to the DHCFP monthly. Written documentation will include each Medicaid recipient's name, Medicaid number, number of eligible completed paratransit trips, date and time of the trip, location and destination of the trip, and the cost associated with providing the paratransit services.
2. To accept appointments from the DHCFP's Non-Emergency Transportation (NET) broker, Logisticare, and keep those appointments, providing appropriate paratransit transportation for eligible Medicaid recipients to and from their medically necessary appointments.
3. The RTC agrees to voluntarily transfer the non-federal share of the costs associated with said services to the DHCFP. Payments made by the RTC shall be derived from general tax revenues or other general revenues, and shall not be derived from any other impermissible source of funding for the non-federal share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.
4. The books, records, documents, financial statements and accounting, health care provider credentials, procedures and practices of the RTC or any subcontractor relevant to the Agreement shall be subject to inspection, examination and audit by the DHCFP, the Attorney General of the State of Nevada, the State Legislative Auditor, the Comptroller General of the United States, Health Care Financing Administration, or any authorized or delegated representatives of these entities.
5. In the event that audit results in findings that the federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, the RTC shall make the repayment within 60 days of the findings. The repayment by the RTC may be obtained through offset of future payments due under this Agreement, by offset of other payments due to it from the DHCFP, or by any other legal means.
6. For the purpose of Medicaid billing under this agreement, the RTC is a covered entity under HIPPA and is in compliance with all applicable HIPPA statues and regulations.

7. That the RTC will make retroactive non federal share payments to the Division of Health Care Financing and Policy at an estimated rate to be paid as follows:

Calendar Year 2012 actuals:	\$66,077.00
Remaining State fiscal year 2013 estimate:	<u>\$32,003.00</u>
Total retroactive payment to be made in SFY 2014:	<u>\$98,080.00</u>

8. The cost based rate is calculated annually using the RTC annual operating budget and service utilization forecast and an applicable 10% indirect cost rate. The RTC will submit an annual operating budget and service utilization forecast at least 60 days before the start of the next fiscal year. The budget forecast must reflect a projection for allowable, necessary and proper direct cost in providing services. The cost based rate is calculated as follows:
- Direct costs include the costs for fuel, tires and subcontracted costs that are directly related in providing the non-emergency transportation services. These costs must be in compliance with the Medicare reimbursement principle and OMB A-87.
  - The total direct costs (from Item 1) are reduced by any federal grant funds received for the same services to arrive at the net allowable direct costs.
  - Indirect costs are determined by applying a ten percent indirect cost rate to the net allowable direct costs (from Item 2)
  - Net allowable costs is the sum of the net allowable direct costs (Item 2) and indirect costs (Item 3)
  - The cost based rate is the net allowable costs (from Item 4) divided by the total forecasted transportation service utilization.
9. To pay, upon receipt, the Inter-Governmental Transfer (IGT) invoice from the DHCFP. Payment must be received by the DHCFP prior to the DHCFP making the total computable payment to the RTC. Once the IGT is received from the RTC, an audit of paratransit ride data will be performed by DHCFP to determine the Total Computable amount due to the RTC. Any federal funds paid by DHCFP to the RTC through Logisticare during the contract term will be deducted from the Total Computable amount due to the RTC
10. To accept as payment in full, the DHCFP's reimbursement and not to bill, accept or retain payments for any additional amount except as permitted by federal law for third party insurance billings.
11. To be exclusively responsible for data supplied by the RTC upon which claims are submitted, eligibility is determined, or payment is received on its behalf. The RTC agrees not to assign, transfer or delegate any rights, obligations or duties under this agreement without the prior written consent of the DHCFP.

The DHCFP agrees to the following:

1. To work with the RTC and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of the Title XIX and Title XXI funds for allowable costs and services
2. To provide to the RTC, applicable guidance and documentation related to the utilization of Title XIX and Title XXI funding for paratransit activities.
3. To provide the RTC data reports as required/requested by the RTC.
4. To bill the RTC an IGT amount, calculated from reports from Logisticare, which will track the rider count for the reporting time period.
5. To reimburse the RTC, upon receipt of timely, correct and accurate claims, the total computable amount which includes the current Federal Medical Assistance Percentage (FMAP) for Medicaid eligible recipients receiving eligible paratransit services. The federal funds shall be passed to the RTC after the non-federal share of the costs are transferred to the DHCFP. The total computable payments are estimated to be:

Calendar Year 2012 actuals:	\$158,984.00
Remaining State fiscal year 2013 estimate:	<u>\$ 79,492.00</u>
Total retroactive payment to be made in SFY 2014:	<u>\$238,476.00</u>

Both parties agree to the following:

1. All services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the American with Disabilities Act, as amended and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap. If the RTC is found to be in non-compliance, the RTC agrees to reimburse the DHCFP for any repayment of funds and/or penalties that were provided under the terms of this contract.
2. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event that sufficient funds, as determined by the DHCFP, are not available for any reason, the DHCFP shall not be obligated to make any payments to the RTC under this Agreement. The DHCFP will notify the RTC of the insufficient funds upon making that decision. This provision is a condition precedent to the DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the RTC with a right of payment over any other entity. If payments, which are otherwise due to the RTC under this Agreement, are deferred because of the unavailability of sufficient funds, such payments will be made to the RTC if sufficient funds later become available.
3. Both parties shall comply with all applicable local, state and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.

4. Both parties, by joining in this contract, agree that existing services to qualified individuals will be maintained in a manner so as to prevent the transfer of responsibility for services for such individuals from the State of Nevada to any other public agency in the state.

# **ATTACHMENT**

**B**

# **ATTACHMENT**

**B**

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

The Division of Health Care Financing and Policy  
Herein after referred to as the "Covered Entity"

and

Carson City Regional Transportation Commission  
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 name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
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**

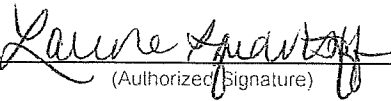
Division of Health Care Financing and Policy

1100 E. William Street, Suite 101

Carson City, NV 89701

(775) 684-3676

(775) 687-3893

  
\_\_\_\_\_  
(Authorized Signature)

**Laurie Squartsoff**

**Administrator**

**BUSINESS ASSOCIATE**


Carson City Regional Transportation Commission

3505 Butti Way

Carson City, NV 89701-3498

(775) 887-2355 ext 30583

(775) 887-2112

  
\_\_\_\_\_  
(Authorized Signature)

**John McKenna**

**Chairperson**

4/1/13  
\_\_\_\_\_  
(Date)

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

# **ATTACHMENT**

**C**

## Carson City Reginal Transportation Commission Budget Proposal

Actuals Calendar year 2012	Projected SFY 2013 Jan1 -June 30	Projected SFY 2014	Projected SFY 2015	Projected SFY 2016 July 1 - Dec31	Contract Total
\$ 66,077.00	\$ 32,003.00	\$ 58,665.00	\$ 58,665.00	\$ 29,333.00	\$ 244,743.00
	*				
Total	\$ 66,077.00	\$ 58,665.00	\$ 58,665.00	\$ 29,333.00	<b>\$ 244,743.00</b>

Original  
contract



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** November 9, 2016

**Staff Contact:** Patrick Pittenger, Transportation Manager

**Agenda Title: (For Possible Action)** To approve proposed revisions to the snow removal map.

**Staff Summary:** Changes are proposed to the Carson City snow removal map to improve the efficiency of snow removal operations and to accommodate changes to the road network.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

**Proposed Motion** - I move to approve proposed revisions to the snow removal map.

### **Background/Issues & Analysis**

Some changes are proposed for the snow removal map that will improve efficiencies and overall plowing operations. Roads that have been added or removed from the street system have been accounted for.

The following are the changes to the snow plow map proposed for the 2016-2017 winter season:

- W. Third Street between Carson and Curry Streets was removed as it is now McFadden Plaza.
- The east end of Appion Way and Northview Drive were added as a priority one route and Hillview Drive between Appion Way and Valley View Drive is all a priority two route.
- Silver Sage Drive is no longer a priority two route because it no longer connects to Snyder Avenue and is not a through street.
- Race Track Road between Center Drive and Schulz Way is added as a priority two route.
- Canterbury Lane, Kingsview Way, Carlisle Court have been added as priority two routes.

**Applicable Statute, Code, Policy, Rule or Regulation** - N/A

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: N/A

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives** - N/A

**Supporting Material** - N/A



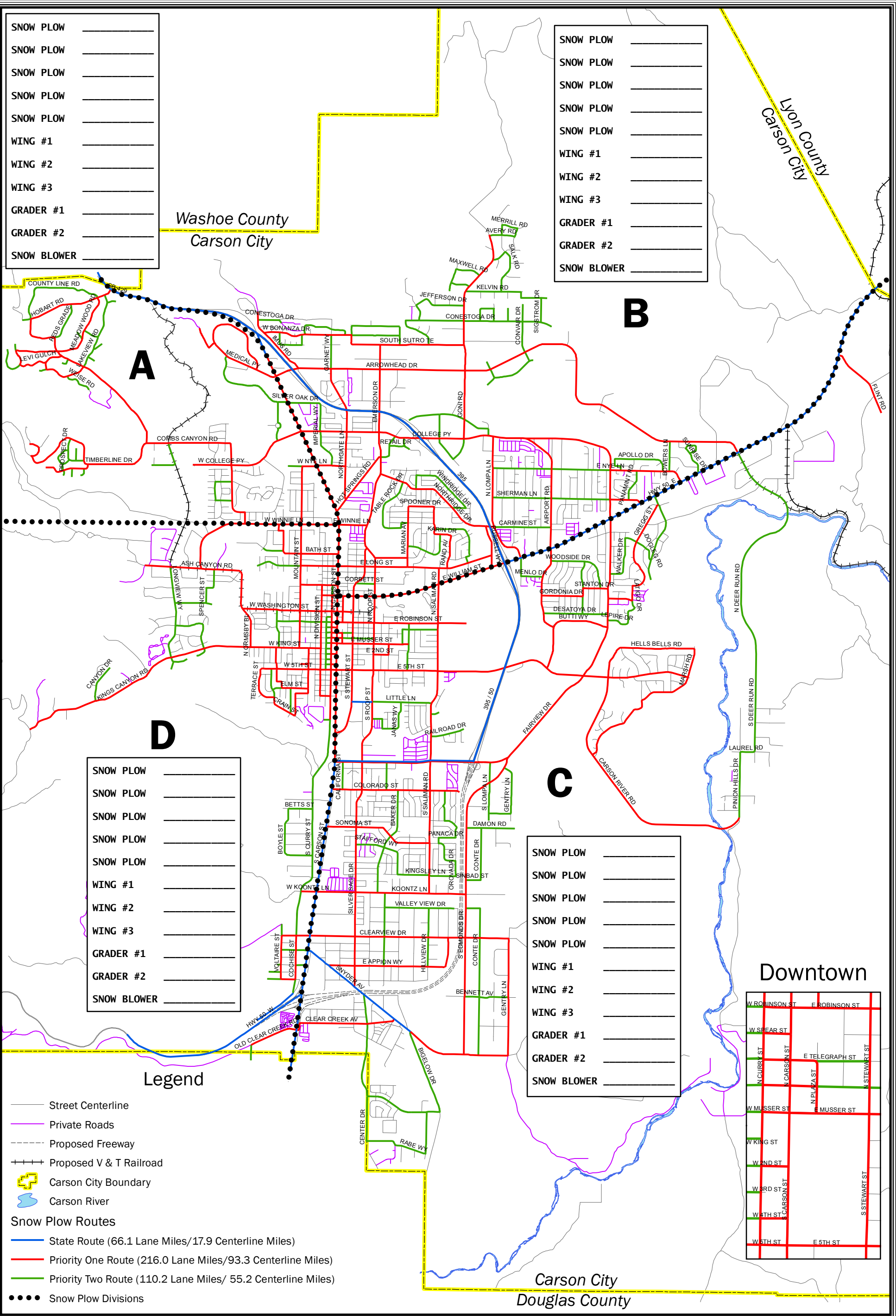
**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.  
 IT DOES NOT REPRESENT A SURVEY.  
 NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY  
 OR ACCURACY OF THE DATA DELINEATED HEREON.

Carson City Public Works  
 3505 Butti Way  
 Carson City, NV 89701  
 (775) 283-7394

1" = 4,000'

# Carson City Snow Plow Routes 2016-2017

Date: \_\_\_\_\_ Shift: \_\_\_\_\_





## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** November 9, 2016

**Staff Contact:** Patrick Pittenger, Transportation Manager

**Agenda Title: (Information only)** Update on TRAFCC meeting and discussion of TRAFCC moving forward.

**Staff Summary:** To provide the RTC and the public information about TRAFCC meetings and the future.

**Agenda Action:** Other/Presentation

**Time Requested:** 5 minutes

**Proposed Motion** - N/A

### **Background/Issues & Analysis**

TRAFCC met in June, July, and August, and was invited to a public planning meeting for the South Carson Street Complete Streets Corridor Study in September. At the August TRAFCC meeting, topics of discussion included current projects, additional projects for the current fiscal year, and potential allocation of resources going forward. At the September public meeting, Carson City Public Works staff and staff members from consulting firm Kimley-Horn facilitated a brief presentation that explained the purpose of the study, the definition of Complete Streets, benefits of Complete Streets, and the need for Complete Streets along the South Carson Street Corridor. The presentation also included a survey for TRAFCC members and residents to participate in. The end portion of the public meeting incorporated a workshop for TRAFCC members and residents to write their own comments of what they would like to see designed along the corridor. There was no meeting in October.

The next TRAFCC meeting is scheduled for Tuesday, November 29, at 5:30 p.m. at the Community Center. At that meeting, Staff plans to seek further input from TRAFCC members regarding projects for the next fiscal year and to discuss decisions and prioritizations which will be necessary regarding the ballot measure on gas tax indexing – regardless of what the result of the voting is.

**Applicable Statute, Code, Policy, Rule or Regulation** - N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: N/A

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives** - N/A

**Supporting Material** - N/A



**Carson City Regional Transportation Commission  
Item for Commission Information**

**RTC Meeting Date:** November 9, 2016  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** August 18, 2016  
**Subject Title:** Street Operations Activity Report.  
**Staff Summary:** Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of July 2016**

**Street Repair and Maintenance**

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	910 blocks applied
Street Patching Operation	15 tons of asphalt installed
Pot Hole Repairs	5

**Tree Care and Maintenance**

ACTIVITES	COMMENTS
Tree Pruning Operations	Crown cleaning performed in Eighty-eight trees.
Tree Removal	<ul style="list-style-type: none"> <li>• Removed dead Locust at 610 W Spear St</li> <li>• Removed Elm volunteer at Jerry and Elain St</li> <li>• Removed Elm volunteer at Ruth and Jerry</li> <li>• Removed Black Locust on Ann St (Root Rot)</li> </ul>
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,585 gallons of Glyphosate have been applied throughout the City’s right of way.

### Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	31.5
Curb & Gutter Linear Feet	191.5
Sidewalk & Flat Work Sq/Ft	924
Wheel Chair Ramps	0

### Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> <li>Removed sediment from 700' of ditch on County Line Rd.</li> <li>Re-shaped and removed sediment from 200' of ditch on Mouton Dr.</li> <li>Installed type II base, graded, and compacted a new unpaved roadway on Valley View. between Ponderosa and Center Dr.</li> <li>Repaired existing drainage and installed 80' of storm drain on Firmi Rd.</li> </ul>
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	115 yards of debris

### Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	115 yards
Linear feet of pipe hydro flushed	736' and 16 yards of debris removed
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	131 yards

### Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	588.3
Yards of Material Picked Up	289 Yards
City Parking Lots Swept	City Hall and 3 <sup>rd</sup> St

### Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	17
Bins Hauled for Sweeping Operation	45
Bins Hauled for Other Operations	0
Transport Equipment for other Departments	N/A

### Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

### Signs and Markings

ACTIVITES	COMMENTS
Signs Made	23
Signs Replaced	30
Sign Post Replaced	1
Signs Replaced due to Graffiti Damage	21
Delineators	33
Cross Walks Painted	19
Stop Bars Painted	12
Yield Bars Painted	8
Right Arrows Painted	13
Left Arrows Painted	55
Straight Arrows Painted	5
Stop (word)	0
Only (word)	18
Bike Symbol & Arrow	0
Curb Painting	Red-745' Blue-22' Yellow-599'

### Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	N/A
Wind	N/A



**Carson City Regional Transportation Commission  
Item for Commission Information**

---

**RTC Meeting Date:** November 9, 2016  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** September 30, 2016  
**Subject Title:** Street Operations Activity Report.  
**Staff Summary:** Monthly Status Report for the Commission's Information

---

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of August 2016**

**Street Repair and Maintenance**

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	845 blocks applied
Street Patching Operation	53 tons of asphalt installed
Pot Hole Repairs	2

**Tree Care and Maintenance**

ACTIVITES	COMMENTS
Tree Pruning Operations	Pruned 65 trees for low hanging branches and routine crown cleaning. Pruned 99 different locations for sign clearance throughout the City.
Tree Removal	Removed roughly 50 willows and pruned 30 on Hobart Rd for line of sight and roadway clearance.
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,236 gallons of Glyphosate have been applied throughout the City's right of way.



**Concrete Repair and Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Concrete Total Yards Poured	27
Curb & Gutter Linear Feet	55
Sidewalk & Flat Work Sq/Ft	1,236
Wheel Chair Ramps	1

**Grading and Shoulder Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Dirt Road Work/Misc	<ul style="list-style-type: none"> <li>Excavated 50' of the unpaved roadway on Freedom Ct. and repaired the roadway with new grindings.</li> <li>Re-graded and compacted the unpaved roadway section of Rifle Range Rd.</li> </ul>
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> <li>Repaired 300' of the shoulder on Nye Ln at Airport Rd.</li> <li>Repaired 200' of the shoulder on Airport Rd in front of Ed's Dog House.</li> <li>Cleared debris and repaired the shoulder on Scarlet Cir.</li> </ul>
Debris cleaned up	15 yards of debris

**Storm Water**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Sediment removed from ditches	15 yards
Linear feet of pipe hydro flushed	25' and 6 yards of debris removed
Number of Drainage Inlets Cleaned	82
Total sediment removed from system	21 yards

**Sweeper Operations**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Curb Miles Swept	896.2
Yards of Material Picked Up	377 Yards
City Parking Lots Swept	3 <sup>rd</sup> St, Mills Park, Edmonds Sports Complex, Ross Gold Park, Fuji Park, and Governors Field.

### Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	20
Bins Hauled for Sweeping Operation	49
Bins Hauled for Other Operations	1 metal
Transport Equipment for other Departments	N/A

### Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

### Signs and Markings

ACTIVITES	COMMENTS
Signs Made	12
Signs Replaced	12
Sign Post Replaced	4
Signs Replaced due to Graffiti Damage	2
Delineators	1
Cross Walks Painted	220
Stop Bars Painted	223
Yield Bars Painted	129
Right Arrows Painted	27
Left Arrows Painted	102
Straight Arrows Painted	23
Stop (word)	17
Only (word)	42
Bike Symbol & Arrow	0
Curb Painting	0

### Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	N/A
Wind	N/A



**Carson City Regional Transportation Commission  
Item for Commission Information**

---

**RTC Meeting Date:** November 9, 2016  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** October 31, 2016  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

---

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of September 2016**

**Street Repair and Maintenance**

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	460 blocks applied
Street Patching Operation	92 tons of asphalt installed
Pot Hole Repairs	3

**Tree Care and Maintenance**

ACTIVITES	COMMENTS
Tree Pruning Operations	Pruned 44 different locations for sign clearance throughout the City.
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	N/A

**Concrete Repair and Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Concrete Total Yards Poured	36.75
Curb & Gutter Linear Feet	160
Sidewalk & Flat Work Sq/Ft	1,190
Wheel Chair Ramps	0

**Grading and Shoulder Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Dirt Road Work/Misc	<ul style="list-style-type: none"> <li>Excavated and re-established 250' of roadside drainage at the west end of Jefferson Dr.</li> </ul>
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> <li>Installed 20 yards of base and repaired the shoulder on Airport Rd from College Parkway to Nye Lane.</li> </ul>
Debris cleaned up	13 yards of debris

**Storm Water**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Sediment removed from ditches	13 yards
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	13 yards

**Sweeper Operations**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Curb Miles Swept	815.9
Yards of Material Picked Up	342.5 Yards
City Parking Lots Swept	3 <sup>rd</sup> St parking lot

**Trucking Bins**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Bins Hauled for WWTP	23
Bins Hauled for Sweeping Operation	34
Bins Hauled for Other Operations	1 metal
Transport Equipment for other Departments	N/A

**Banner and Decorations Activities**

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

**Signs and Markings**

ACTIVITES	COMMENTS
Signs Made	14
Signs Replaced	18
Sign Post Replaced	8
Signs Replaced due to Graffiti Damage	0
Delineators	0
Cross Walks Painted	103
Stop Bars Painted	172
Yield Bars Painted	64
Right Arrows Painted	18
Left Arrows Painted	167
Straight Arrows Painted	13
Stop (word)	34
Only (word)	72
Bike Symbol & Arrow	0
Curb Painting	N/A

**Storm Events**

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	N/A
Wind	N/A



## Carson City Regional Transportation Commission Request for Commission Information

---

**RTC Meeting Date:** November 9, 2016

**Time Requested:** 10 Minutes

**To:** Regional Transportation Commission

**From:** Danny Rotter, City Engineer

**Date Prepared:** October 24, 2016

**Subject Title:** Project Status Report

**Staff Summary:** Monthly Status Report for the Commission's Information

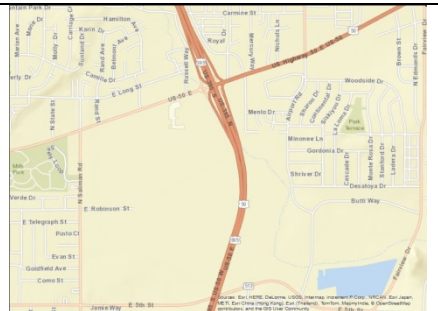
---

### List of Projects

- Carson City Freeway Multi-Use Path
- Flashing Yellow Arrow Intersection Improvement Project
- College Parkway/Research Way Intersection Improvements (Public/Private Partnership)

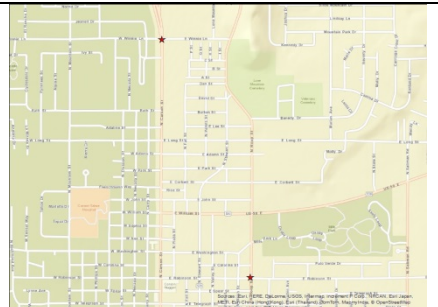
# Carson City, Nevada Project Description Report

<b>Project Name:</b>	<b>Carson City Freeway Multi-Use Path</b>	
<b>Department Responsible:</b>	Public Works	
<b>Project Description:</b>	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
<b>Justification:</b>	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
<b>Project Location:</b>	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	<b>Project No: 011501</b>
<b>Total Estimated Cost:</b>	\$684,000	Project to Date Cost: \$44,316



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$684,000
<b>Status:</b> Proceeding with 90% design.				

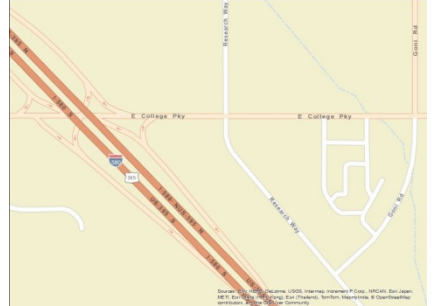
# Carson City, Nevada Project Description Report

<b>Project Name:</b>	<b>Flashing Yellow Arrow Intersection Improvement Project</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	The project consists of the installation of flashing yellow arrows and other traffic signal modifications as well as the construction ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.		
<b>Justification:</b>	This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.		
<b>Project Location:</b>	The intersection of Winnie Lane and Carson Street	<b>Project No:</b> 031502	
<b>Total Estimated Cost:</b>	\$500,000	Project to Date Cost: \$90,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC			\$563,295
<b>Status:</b> Construction is anticipated to begin the first week of November.				



## Carson City, Nevada Project Description Report

<b>Project Name:</b>	<b>College Parkway/Research Way Intersection Improvements</b>		
Department Responsible:	Public/Private partnership between Public Works and the developer of the Maverik Gas Station Extension		
Project Description:	The project consists of the installation of a traffic signal at the intersection of College Parkway and Research Way.		
Justification:	This project will significantly improve the safety and operations of the currently unsignalized intersection of College Parkway and Research Way. The level of traffic at this intersection has continued to increase with the opening of the College Parkway interchange with the Carson City Freeway and ensuing development on Research Way and its vicinity. The City will be responsible for half of the cost and the developer (Maverik) will fund the other half. Public Works staff will be designing the project.		
Project Location:	The intersection of College Parkway and Research Way.	<b>Project No:</b> 031601	
Total Estimated Cost:	\$475,000 (Developer responsible for 50% of construction cost)	Project to Date Cost: \$3,400	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC		\$475,000	
<b>Status:</b> Construction started and project is estimated to be completed December 2016.				