

NEVADA ASSOCIATION OF COUNTIES (NACO)

Board of Directors' Meeting
October 18th, 2019, 9:30 a.m.

NACO Office
304 S. Minnesota Street
Carson City, NV 89703

AGENDA

Some NACO Board members may attend via phone from other locations. Items on the agenda may be taken out of order. The NACO Board may combine two or more agenda items for consideration. The NACO Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Call to Order, Roll Call and Pledge of Allegiance

1. Public Comment. Please Limit Comments to 3 Minutes.
2. Approval of Agenda. **For Possible Action**
3. NACO President's Report.
4. NACO Executive Director's Report.
5. Approval of Minutes of the September 26th, 2019 NACO Board of Directors Meeting. **For Possible Action**
6. Approval of NACO Resolution 19-04 Thanking Washoe County for Hosting the 2019 NACO Annual Conference. **For Possible Action**
7. Discussion and Approval of NACO Meeting Dates for 2020. **For Possible Action**
8. Approval of a Commissioner to Serve on the Nevada Rural Housing Authority Board to Represent Recipients of Assistance from the Authority. **For Possible Action**
9. Update on NACO Entering into an Actuarial Study of the Costs to Nevada's Counties for the Nonfederal Share of the Expenditures for Long-Term Care Pursuant to the State Plan for Medicaid. **For Possible Action**
10. Nevada Day 2019, Update on Activities.
11. Presentation and Update on the Newly Created Nevada Division of Outdoor Recreation and the Advisory Board on Outdoor Recreation within the Nevada Division of Conservation and Natural Resources (DCNR), Bradley Crowell, Director, DCNR.
12. Presentation from the Nevada Division of Environmental Protection (NDEP) Regarding Recycling Programs in Nevada, Patty Moen, Northern Nevada Recycling Coordinator.
13. **Update and Possible Action** Regarding Natural Resources and Public Lands and Issues Affecting Counties Including:
 - a. Possible NACO Support of the Proposal: *The Path Forward for Management of the BLM's Wild Horses and Burros*

- b. Update on Greater Sage Grouse Issues Including the BLM and USFS Greater Sage Grouse Resource Management Plans and the Activities of the State of Nevada's Sagebrush Ecosystem Council.
- c. Fallon Range Training Complex Modernization (FRTC)
- d. Other Updates from the NACO Public Lands and Natural Resources Subcommittee

14. NACO Committee of the Emeritus Update.

15. National Association of Counties and Western Interstate Region Board Member Updates.

16. NACO Board Member Updates.

17. Public Comment. Please Limit Comments to 3 Minutes.

Adjournment.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify NACO in writing at 304 S. Minnesota Street, Carson City, NV 89703, or by calling (775) 883-7863 at least three working days prior to the meeting.

Members of the public can request copies of the supporting material for the meeting by contacting Amanda Evans at (775) 883-7863. Supporting material will be available at the NACO office and on the NACO website at: www.nvnaco.org

This agenda was posted at the following locations:

NACO Office 304 S. Minnesota Street, Carson City, NV 89703

Washoe County Admin. Building 1001 E. Ninth Street, Reno, NV 89520

Elko County Manager's Office 540 Court Street #101, Elko NV 89801

POOL/PACT 201 S. Roop Street, Carson City, NV 89701

Agenda Item 4

<https://www.infrastructurereportcard.org/state-item/nevada/>

<https://www.opioidsnegotiationclass.info/Home/FAQ#faq1>

Agenda Item 5

NEVADA ASSOCIATION OF COUNTIES (NACO)

Board of Directors' Meeting
September 26, 2019, 8:00 a.m.
Sparks Nugget
Cascade 11100 Nugget Ave.
Sparks, NV 89431

UNADOPTED MINUTES

ATTENDANCE: President Waits, President Elect French, Elko County Commissioner Dahl, Elko County Commissioner Steninger, Lander County Commissioner Allan, Lincoln County Commissioner Lister, Lincoln County Commissioner Higbee, Lyon County Commissioner Keller, Mineral County Commissioner Price, Nye County Commissioner Wichman, Pershing County Commissioner Shank, Storey County Commissioner Gilman, Washoe County Commissioner Hartung, Washoe County Commissioner Lucey and NACO Staff (Dagny Stapleton and Vinson Guthreau)

OTHER ATTENDANCE: Nevada State Senator Pete Goicoechea, Douglas County Commissioner Rice, Humboldt County Commissioner Tipton, Lander County Commissioner Ancho, Lincoln County Commissioner Pearson, Elko County Manager, Rob Stokes; Humboldt County Manager, Dave Mendiola; Washoe County Assistant Manager, Kate Thomas and Lee Bonner, NDOT

The meeting was called to order at 8:29 a.m.

1. **Public Comment.** Mr. Chuck Joseph with the American Society of Civil Engineers addressed the group. Mr. Joseph informed the Board that the Nevada Chapter of the Society has been heavily involved in the production of the State's infrastructure report card and that the tool is used to advocate for infrastructure needs at both the State and Federal levels. He stated that he would like to work with the Association to gather additional knowledge on the needs of the counties for inclusion in updates to the document for future advocating efforts.
2. **Approval of Agenda.** The agenda was approved on a motion by Commissioner Lucey with second by Commissioner Allan.
3. **NACO President's Report.** President Waits again thanked the members of the Board for their efforts and echoed her sentiments expressed during the Annual Membership Meeting. She concluded her report by acknowledging the birthdays of Commissioners Allan and Dahl.
4. **NACO Executive Director's Report.** Dagny noted that she had nothing to add to the report given during the Annual Business Meeting.
5. **Approval of Minutes of the August 30, 2019 NACO Board of Directors Meeting.** The minutes were approved on a motion by Commissioner Price with second by Commissioner Lister.
6. **Discussion and Updates Regarding Opioid Lawsuits in Nevada.** Dagny informed the Board that just over half of the counties have engaged council and have filed or are preparing to file opioid lawsuits. She noted that Attorney General Ford rejected the Purdue settlement and the State has filed litigation against individual members of the Purdue family and others as have several counties. She noted that some states have filed injunctions in federal court to exclude local government suits. She informed the Board that she spoke to the attorneys that are representing most of the counties who have engaged in this issue and that it is not believed that those injunctions will affect cases filed by Nevada's counties. She noted that the federal judge

that is handling the cases that have been consolidated in federal court in Ohio has established the creation of a negotiation class that makes the federal suit essentially a class action. This means that all counties and cities in the U.S. are now parties to the federal opioid lawsuit, regardless of their desire to be. Counties do have the ability to opt out of the Negotiation Class of the federal opioid lawsuit but must take official action to do so by November 22nd. Counties should know that if they do not opt out then it will likely mean that any case, they file in State court will be void. She also noted that Eglet Adams is advising their clients to opt out, and that the settlement amounts from the federal Negotiation Class are not projected to be very much. Counties can learn more about this, as well as how to opt out by going to:

<https://www.opioidsnegotiationclass.info/Home/FAQ#faq1>

She encouraged Board members to go to the website to learn more. President Elect French inquired as to if there was an update on the injunctions that would negate county suits and Dagny stated that it is in process and awaiting a decision by the judge. Commissioner Lister inquired as to if the Attorney General is pursuing action on behalf of the State and Dagny clarified that he is and is using the same legal counsel that most of the counties are using.

7. **Update Regarding Natural Resources and Public Lands and Issues Affecting Counties.** Dagny informed the Board that the subcommittee did not meet in September and that the October agenda will have additional information and important updates. President Elect French and Commissioner Lister noted that there will be further updates on compensatory mitigation related to Sage-grouse issues, based on recent meetings.
8. **NACO Committee of the Emeritus Update.** Vinson informed the Board that the approved workshops for 2019/2020 are included in the agenda packet and that work has begun on the updates to the New Commissioner Handbook and the training to be held at the 2020 NACO Annual Conference.
9. **National Association of Counties and Western Interstate Region Board Member Updates.** Commissioner Dahl informed the Board that the Western Interstate Region Board has a meeting coming up at the end of October and additional updates will be given following that meeting.
10. **NACO Board Member Updates.** Updates were given by members of the Board on activities within their counties.
11. **Public Comment.** None was given.

The meeting was adjourned at 9:19 a.m.

Resolution

of the Nevada Association of Counties

19-04

A RESOLUTION THANKING WASHOE COUNTY FOR HOSTING NACO'S 2019 ANNUAL CONFERENCE

WHEREAS, NACO holds an annual conference to provide its members with an opportunity to receive training and information on relevant issues, as well as to network with county officials and private sector sponsors from across Nevada, and

WHEREAS, the 2019 Annual Conference provided an outstanding educational, social and networking experience, and demonstrated the commitment of Washoe County to furthering the goals of Nevada's counties, and

WHEREAS, the 2019 Annual Conference exceeded attendance expectations, with over 200 participants including representatives from all 17 of Nevada's counties, and

WHEREAS, Washoe County staff and Commissioners assisted in planning the Conference and also provided invaluable help during the Conference, and

WHEREAS, the hospitality and effort of the Commissioners and staff of Washoe County was the key to a successful 2019 Annual Conference, and

WHEREAS, NACO recognizes the importance of Washoe County and the contributions they make to our State.

THEREFORE, BE IT RESOLVED, that the Nevada Association of Counties Board of Directors, on behalf of all Nevada Counties, extends its sincere appreciation and thanks to the Commissioners and staff of Washoe County for hosting a truly outstanding NACO Annual Conference; and

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Board of County Commissioners of Washoe County.

Passed, Approved and Adopted this 18th day of October, 2019 by the Board of Directors of the Nevada Association of Counties.

Attests:

/ _____
Patsy A. Waits
President

/ _____
Dagny Stapleton
Executive Director

Agenda Item 7

2020

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Proposed NACO Board of Directors Calendar
Legend
Observed State Holidays – NACO Office Closed
National Association of Counties (NACo) Conferences
Proposed NACO Board of Directors Meeting Dates
Proposed NACO Annual Conference Dates
General Election

Agenda Item 8

NRS 315.977 Creation of Authority; appointment of commissioners; quorum; majority vote required to carry question.

1. The Nevada Rural Housing Authority, consisting of five commissioners, is hereby created.

2. The commissioners must be appointed as follows:

(a) Two commissioners must be appointed by the Nevada League of Cities.

(b) Two commissioners must be appointed by the Nevada Association of Counties.

(c) One commissioner must be appointed jointly by the Nevada League of Cities and the Nevada Association of Counties. This commissioner must be a current recipient of assistance from the Authority and must be selected from a list of at least five eligible nominees submitted for this purpose by an organization which represents tenants of housing projects operated by the Authority. If no such organization exists, the commissioner must be selected from a list of nominees submitted for this purpose from persons who currently receive assistance from the Authority. If during his or her term the commissioner ceases to be a recipient of assistance, the commissioner may continue to serve as a commissioner for the remainder of the unexpired term for which he or she was appointed if he or she resides within the area of operation of the Authority.

3. After the initial terms, the term of office of a commissioner is 4 years or until his or her successor takes office.

4. A majority of the commissioners constitutes a quorum, and a vote of the majority is necessary to carry any question.

5. If either of the appointing entities listed in subsection 2 ceases to exist, the pertinent appointments required by subsection 2 must be made by the successor in interest of that entity or, if there is no successor in interest, by the other appointing entity.

(Added to NRS by [1973, 616](#); A [1977, 1190](#); [1987, 523](#); [1993, 1553](#); [1995, 812, 2695, 2696](#); [1997, 450](#); [2011, 1378](#))



APPLICATION TO THE NEVADA RURAL HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Name: BRENDA FALKOWSKI Phone: 775-600-5075

Address: 430 JEANELL DR Cell: " " "

City, Zip: CARSON CITY NV. Email Address: SEMPRA SEVERUS@icloud.com

Are you currently serving on a board/commission/committee/ council? Yes ___ No: (Please check a box)

If yes, please explain: _____

Employment Experience: TICKET OPERATIONS SUPERVISOR -
DECK HAND -

Community and Organization Volunteer Experience: NONE

Education: HIGH SCHOOL - SOME COLLEGE / 2 YEARS

Other relevant experience or training: ENGLISH - SPANISH



Brenda previously worked for Red and White Fleet in San Francisco originally as a Ticket Collector and as an Operations Supervisor and a Deck Hand. She had the opportunity to work as an Au Pair for her cousins in Switzerland and lived for a brief time in El Salvador during the Civil War.

Brenda was connected with the Richard's Crossing community through the help of the Senior Center. She had been living with her father who was ailing, and Brenda also has her own medical issues. She is on dialysis and has vision problems in one eye.

Extended family members relocated from Boston to Nevada to care for Brenda's father. After Brenda's father signed over his property to his new "caretakers", Brenda received an eviction notice. She ended up living in her car for a few days until a friend offered to take her in. She lived with her friend for a brief period of time until she was able to secure housing at Richard's Crossing.

In her spare time, Brenda enjoys having "Battle Bot" competitions with the residents at Richards Crossing and is actively engaged in spearheading activities for the tenants of the community. She is an avid Harry Potter and Star Wars fan.

Agenda Item 9



Nevada Association of Counties
304 South Minnesota Street
Carson City, NV 89703
(775) 883-7863

www.nvnaco.org

NEVADA ASSOCIATION OF COUNTIES (NACO) REQUEST FOR PROPOSAL

Actuarial Services for County Long-Term Care Match Assessments

RELEASE DATE: October 3, 2019

The Nevada Association of Counties (NACO) is soliciting proposals for actuarial services in connection with the long-term liability incurred by Nevada counties for the State match requirement assessed to each county for Medicaid participants receiving long-term medical care in each respective county. The general conditions of the request are attached.

A required pre-bid call will be held at **1:00 p.m. on October 14, 2019**. Contact Dagny Stapleton at dstapleton@nvnaco.org and Amanda Evans at aevans@nvnaco.org for the call invitation.

Proposals will be due by e-mail to dstapleton@nvnaco.org and aevans@nvnaco.org on **October 18, 2019 by 5:00 p.m.**

**NEVADA ASSOCIATION OF COUNTIES (NACO)
REQUEST FOR PROPOSALS**

Actuarial Services for County Long-Term Care Match Assessments

RELEASE DATE: October 3, 2019

1. TERMS

The term "OWNER," as used throughout this document will mean the Nevada Association of Counties "NACO". The term "EXECUTIVE DIRECTOR" as used throughout this document will mean the NACO Executive Director. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal. The project shall be completed and the final report shall be provided to the OWNER no later than December 13th, 2019.

2. INTENT

The OWNER is soliciting proposals for Actuary Services for the non-federal share of costs incurred for long-term care assistance provided to Medicaid eligible participants in the State of Nevada over 30 years by each respective County.

3. SCOPE OF PROJECT

The PROPOSER shall perform an actuarial study for the non-federal share of costs incurred for long-term care assistance provided to Medicaid eligible participants in the State of Nevada over 30 years by each respective County. This will be the first actuarial study performed in connection with this program.

Background:

The Department of Health and Human Services is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

The DWSS and the DHCFP provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria and **the counties located in Nevada provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.**

There are 17 counties in Nevada that pay the non-federal share to DHCFP for medical, administrative and transaction costs incurred for Medicaid eligible patients receiving long-term care in each respective county in the form of an assessment. The assessment is agreed upon through an interlocal agreement between the State of Nevada and each county. Increases in Medicaid reimbursement rates and increases in Medicaid slots will increase each county's monthly assessment.

As of June 30, 2019, there were 3,406 Medicaid eligible participants that resulted in \$28,549,697.89 in assessments paid to the State of Nevada by County as follows:

County	Total Eligible	FY2019 Assessments	Population
Carson City		\$ 1,083,465.00	56,298
Churchill		\$ 288,584.92	25,872
Clark		\$19,455,145.29	2,285,997
Douglas		\$ 436,729.26	49,619
Elko		\$ 741,333.18	54,782
Esmeralda		\$ 8,019.46	967
Eureka		\$ 15,465.00	1,955
Humboldt		\$ 313,466.95	17,021
Lander		\$ 338,178.79	6,018
Lincoln		\$ 154,890.22	5,262
Lyon		\$ 770,810.52	56,344
Mineral		\$ 82,238.38	4,646
Nye		\$ 663,583.49	48,524
Pershing		\$ 212,183.61	6,854
Storey		\$ 27,714.91	4,297
Washoe		\$ 3,809,399.66	464,630
White Pine		\$ 148,489.24	10,708

All census data is maintained by the State of Nevada. Each County is in custody of monthly itemized reports that include the eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.

Attachment A is an example of the scope of work portion of the interlocal agreement between the State of Nevada and each County for payment of the non-federal share to DHCFP for medical, administrative and transaction costs incurred for Medicaid eligible patients receiving long-term care in each respective county. This information is provided for additional background information only.

Attachment B is a draft of the business associate addendum. No modification or exception can be made to this document by PROPOSER. Any exceptions to the said agreement may be grounds for elimination in the selection process.

Attachment C contains insurance requirements that PROPOSER is expected to meet.

Attachment D is the Disclosure of Ownership/Principals form.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Dagny Stapleton, Executive Director, telephone number (775) 883-7863. This representative will respond to questions concerning the scope of work of this RFP during a required pre-bid call that will be held at 1pm on October 14th, 2019. Contact Dagny Stapleton at dstapleton@nvnaco.org, and Amanda Evans at aevans@nvnaco.org for the call invitation.

5. METHOD OF EVALUATION AND AWARD

The proposals may be reviewed individually by an ad hoc committee to assist the EXECUTIVE DIRECTOR. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

6. EVALUATION INFORMATION

Proposals should contain the following information:

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 20 and 21 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not be considered for award.

a. Face Page

Include the legal name of the organization, name of the company officer or the designated agent empowered to contractually bind the organization, address, phone number, contact person, contact person's email address, and the signature of the officer or designated agent.

b. Executive Summary

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

The Executive Summary should also include a list of high-risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this

paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

c. Experience

Include a brief resume of all similar projects your firm has performed for the past three (3) years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.

d. Staff Qualifications and Availability

Provide information concerning the educational background, experience and professional resumes of those persons who would perform work on the project. Provide staff availability for this project beginning in November 2019 through February 2020.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

e. Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced as well as any assumptions and any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles. State why the PROPOSER is best suited to perform the services for this project.

f. Project Fee

Indicate the fixed fee amount to perform all work described in this RFP. The figure given shall be inclusive of all costs including travel and lodging.

g. Credentials

The PROPOSER and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses.

h. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

i. Insurance

Provide the required certificates of insurance (See Attachment C). PROPOSER must provide a statement that firm will comply with insurance requirements.

j. Business License

The PROPOSER'S ability to provide the required business license in the State of Nevada.

k. Disclosure of Ownership/Principals

PROPOSER must complete and submit the Disclosure of Ownership/Principals form Attachment D with its proposal.

l. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

7. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

The proposal shall also include a Scope of Arrangement letter that would be provided to the OWNER by the PROPOSER, were the PROPOSER awarded the RFP.

The proposal shall be submitted via e-mail to dstapleton@nvnaco.org and aevans@nvnaco.org no later than October 18th, 2019.

8. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

9. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

10. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will not be considered for award.

**ATTACHMENT A
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada and each Nevada County
COUNTY MATCH
SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated “single State agency” responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division’s Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community –based waiver services.
2. 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;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services’ hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;

5. To invoice the County retrospectively, on a monthly basis for the non-federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.

6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.

7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non-federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;

2. To allow eligibility disputes to be appealed through DWSS'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 DHCFP to make adjusting entries;

4. To accept and abide by DHCFP's determination of medically necessary services;

5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan; 6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;

7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.

8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;

2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;

3. This Agreement will automatically terminate in the event federal funding is not available.

4. For those Counties with a population above 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The "Original Population" will be invoiced based on actual expenditures.

5. For all Counties with a population below 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The total billable amount for both populations will not exceed the eight (8) cent cap.

**ATTACHMENT B
BUSINESS ASSOCIATE ADDENDUM**

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.

Compliance with this section is acknowledged by signing the contract signature page of this packet as established by NRS 428.285.

**ATTACHMENT C
ACTUARIAL SERVICES FOR COUNTY LONG-TERM CARE MATCH ASSESSMENTS
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROPOSER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: The PROPOSER shall provide OWNER with Certificates of Insurance, per the sample format, for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: The OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **OWNER Coverage**: The OWNER, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The PROPOSER's insurance shall be primary as respects the OWNER, its officers and employees.
- D. **Endorsement/Cancellation**: The PROPOSER's general liability insurance policy shall be endorsed to recognize specifically the PROPOSER's contractual obligation of additional insured to OWNER and must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, the PROPOSER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Professional Liability**: The PROPOSER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the OWNER.
- I. **Failure To Maintain Coverage**: If the PROPOSER fails to maintain any of the insurance coverage required herein, OWNER may withhold payment, order the PROPOSER to stop the work, declare the PROPOSER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the PROPOSER or deduct the amount paid from any sums due the PROPOSER under this Contract.
- J. **Damages**: The PROPOSER is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the PROPOSER, their subPROPOSERs or anyone

employed, directed or supervised by PROPOSER.

K. **Cost:** The PROPOSER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

L. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to:

NEVADA ASSOCIATION OF COUNTIES
304 SOUTH MINNESOTA STREET
CARSON CITY, NEVADA 89703

M. **Insurance Form Instructions:** The following information must be filled in by the PROPOSER's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. PROPOSER's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Professional Liability
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Aggregate (\$1,000,000)
6. Description: Name of Contract (must be identified on the initial insurance form and each renewal form).
7. Certificate Holder:

NEVADA ASSOCIATION OF COUNTIES
304 SOUTH MINNESOTA STREET
CARSON CITY, NEVADA 89703
8. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000	
							PERSONAL & ADV INJURY	\$(G) 1,000,000	
							GENERAL AGGREGATE	\$(H) 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$(I) 2,000,000	
							DEDUCTIBLE MAXIMUM	\$ 25,000	
5.	AUTOMOBILE LIABILITY	N/A		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below								
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - E.A. EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ACTUARIAL SERVICES FOR COUNTY LONG-TERM CARE MATCH ASSESSMENTS

8. CERTIFICATE HOLDER**CANCELLATION**

NEVADA ASSOCIATION OF COUNTIES 304 SOUTH MINNESOTA STREET CARSON CITY, NEVADA 89703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	9. AUTHORIZED REPRESENTATIVE

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**ATTACHMENT D
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by Nevada Association of Counties (“NACO”).

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a NACO full-time employee(s), or appointed/elected official(s) of NACO or an appointed/elected official(s) of a county member of NACO. NACO county members include the following counties Churchill, Clark, Douglas, Elko, Esmerelda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe, White Pine, and Carson City. If **YES**, complete the table below.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation (spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, or grandparent) to a NACO full-time employee(s), or appointed/elected official(s) of NACO or an appointed/elected official(s) of a county member of NACO. NACO county members include the following counties Churchill, Clark, Douglas, Elko, Esmerelda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe, White Pine, and Carson City. If **YES**, complete the table below.

**List any disclosures below:
(Mark N/A, if not applicable.)**

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NACO or NACO COUNTY MEMBER* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NACO* EMPLOYEE/OFFICIAL

* NACO county members include the following counties Churchill, Clark, Douglas, Elko, Esmerelda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe, White Pine, and Carson City.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)



Nevada Recycles

Patty Moen, Northern Nevada Recycling
Coordinator

*Nevada Division of Environmental
Protection*



Presentation to the NACO Board

October 18, 2019



Greg Lovato
Administrator

Jennifer Carr
*Deputy
Administrator*

Jeffrey Kinder
*Deputy
Administrator*

Rick Perdomo
*Deputy
Administrator*

Bradley Crowell
Director



Nevada Department of
**CONSERVATION &
NATURAL RESOURCES**

About NDEP

Department of Conservation and Natural Resources

- Ten divisions or programs
- State Parks, Forestry, Water Resources, etc.

Nevada Division of Environmental Protection

- Eleven bureaus
- Water, Air, Land

Bureau of Sustainable Materials Management

- Solid and hazardous waste management
 - Nevada Recycles
 - <https://ndep.nv.gov/nevada-recycles>
 - Recycling Hotline (1-800-597-5865)



Overview

- Nevada has had a 25% recycling goal since 1991
- Met recycling goal for 3 years
 - Otherwise recycling rate remains flat at 21% average

Greg Lovato
Administrator

Jennifer Carr
Deputy Administrator

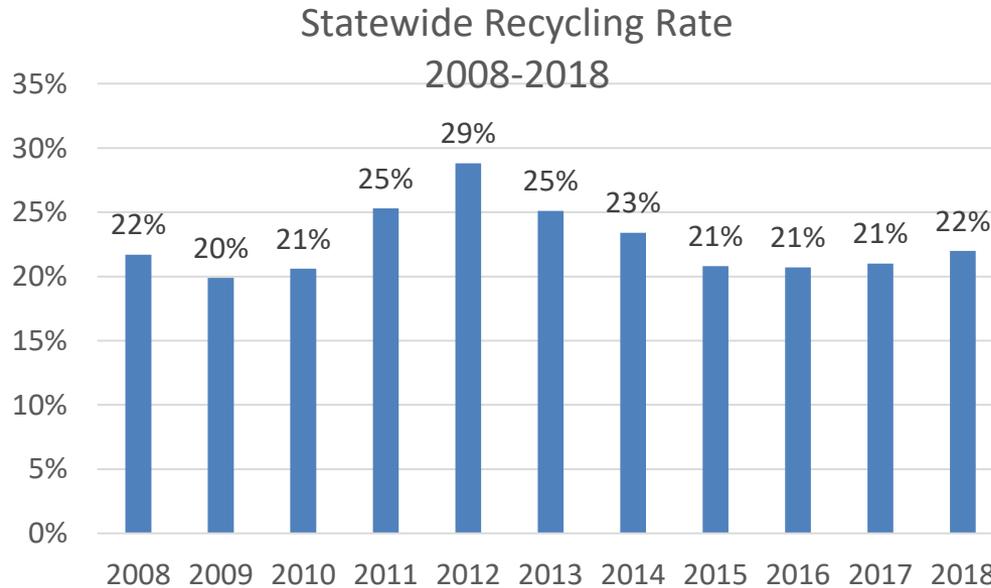
Jeffrey Kinder
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**Nevada Department of
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AB 353

- In 2019 the legislature passed **AB 353**
 - **allows state agencies keep recycling revenue**
 - Possible impact depending upon who is sorting recyclable materials for sale
- Prior to this funds from the sale of materials went into the State General Fund
- Regulations were changed in 2009 to allow NSHE to retain funds
 - AB 353 was modeled on this change
 - Added Electronic waste to list of recyclable materials



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High Desert State Prison

- High disposal rates lead to piloting recycling program
- 6 month trial period
 - July 2017 – December 2017
- 45 tons of cardboard
 - \$3,507.50
- 3 tons of tin
 - \$258.04





Assistance from Bureau of Sustainable Materials Management

Greg Lovato
Administrator

Jennifer Carr
Deputy Administrator

Jeffrey Kinder
Deputy Administrator

Rick Perdomo
Deputy Administrator

- **Nevada Recycles Grant Program**
 - \$50,000 available annually for recycling project assistance
 - Recipients include City of Ely, Pershing County, City of Minden
 - 2020 Grant cycle is currently under review
 - Funds to be awarded in October
 - 2021 Notice of Funding Opportunity –summer of 2020

- **USDA Grant to NDEP**
 - Our mission is to assist rural facilities to set up recycling and waste diversion to generate funds to support Household Hazardous Waste collection events

Bradley Crowell
Director



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Yerington High School

- Awarded a 2019 Recycling Grant to start recycling paper at the high school
- Recycle about 500 pounds of paper per month
 - Roughly 2 tons/year
- Looking to add other materials to recycle, and benefit from AB353





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Recycling System Development

WHY? Smaller landfills are owned by municipalities
On the hook for landfill costs

- What (if any) materials are currently being recycled in your county?
 - Most divert motor oil, appliances, tires
- Identify waste for possible diversion
 - scrap metal, cardboard, paper,
- Identify markets
- Consolidation of materials – work together
 - Hub and spoke system



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Future Directions

- Solid Waste Management Plan updates
 - Prioritize actions
 - Short-term
 - Mid-range
 - Long range goals
- Statewide Education Campaign
- Waste reduction at the source
- Enhance materials management infrastructure
- Enhance measurement
- Work together to combine resources



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Performing Waste Audits

- Waste audit
 - Use data to identify priority materials
 - What can be diverted now?
 - Is there a local market?
 - Can it be repurposed or reused?
- Assess current situation
 - Baseline measurement
 - Track progress
 - Report success
 - What can be replaced?
 - Reusable alternatives
 - Refillable
 - Rechargeable



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Waste Audits

- What is unnecessary?
 - Can use be eliminated?
- Repeat occasionally
- Impact over time
- Cost savings
- Progress toward goals for recycling, waste reduction, reuse



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NDEP Resources

- Nevada Recycles website
 - What can be recycled & locations
 - Educational materials
 - Spotlight on businesses, individuals
- NDEP Statewide database
 - Currently being updated
 - County Waste Guides are being developed
- NDEP Staff assistance
 - On-site visits
 - General recycling/waste reduction presentations
 - Participate in events, training
 - Recycling Hotline 800-597-5865



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Other Resources

- The Recycling Partnership
 - Free graphics
 - DIY labels for bins
 - <https://recyclingpartnership.org/DIYSigns/>
- Recycle Across America
 - Labels & signs
 - Specific, waterproof, reasonably priced
 - <https://www.recycleacrossamerica.org/labels>



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Nevada Department of
**CONSERVATION &
NATURAL RESOURCES**

Questions?

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775-687-9467 kalm@ndep.nv.gov

<https://ndep.nv.gov/>

Agenda Item 13a

<https://www.washingtonpost.com/science/2019/09/18/wild-horses-have-long-kicked-up-controversy-now-foes-say-they-have-solution/?arc404=true>

THE PATH FORWARD FOR MANAGEMENT OF BLM'S WILD HORSES & BURROS

ASPCA

American Farm Bureau Federation

Society for Range Management

Humane Society Legislative Fund

Public Lands Council

Return to Freedom Wild Horse Conservation

National Horse and Burro Rangeland Management
Coalition

Eureka County, NV County Commission Office

Humane Society of the United States

National Cattlemen's Beef Association

Beaver County, UT County Commission Office

American Mustang Foundation

Utah Governor Office

The primary objective of this proposal is to develop an economically and environmentally viable, humane, non-lethal, and feasible long-term management plan for wild horses and burros in the American West. The current program is unsustainable and needs redirection.

We¹ propose the following solutions for the short and long-term health of our wild horses and burros along with our Western rangeland: (1) Relocate removed wild horses and burros to more cost-effective pasture facilities, (2) Contract with private parties to secure lower-cost leasing of land for long-term humane care of removed horses and burros, (3) Apply proven, safe and humane population growth suppression strategies to every herd that can be reached utilizing trained volunteers, Agency staff, and animal health professionals, as individual HMAs dictate to prevent repeated gathers and (4) Promote adoptions in order to reduce captive populations and costs.

If the BLM can work with private partners to achieve each of these goals, the agency will be back on a financially sustainable and more humane management track. All signatories support this plan and are committed to its implementation. If the BLM and Congress provide adequate direction, funding, and execution, this plan should result in measurable wild horse and burro population decline making progress towards the BLM's Appropriate Management Level (AML). Signatories agree to yearly meetings to review progress towards objectives. The BLM should also produce a report to Congress at years 3, 5, and 7 to ensure progress is being made towards thriving ecological balance on the range.

EXECUTIVE SUMMARY

Wild horses and burros are “living symbols of the historic and pioneer spirit of the west,” and an integral part of American cultural heritage as stated in the Wild Free-Roaming Horses and Burros Act (WFRHBA). Management of these federally protected herds is no easy task, but one that many Americans support and that the Bureau of Land Management (BLM) has stated it is required by law to perform. The BLM's attempts to curb population growth, mainly through roundups and removals, have not sufficiently slowed the growth of wild horse and burro populations on the range. Concerns about the cost of the Wild Horse and Burro Program and impacts to rangeland health have prompted some to recommend the use of lethal population control methods. We collectively propose the following solution as a viable way to manage wild horses and burros through non-lethal methods.

All wildlife species on the Western ranges are managed by state wildlife agencies, and all livestock on Western ranges are managed by livestock owners. Wild horses and burros are unique in the ecosystem because they are not managed by either, through hunting or allotment management plans. Through managing the timing, intensity, and length of use for other species, managers keep the ranges healthy and sustainable. Like all other species, wild horses and burros need to be properly managed so that all species can thrive on healthy rangelands.

¹ The we referenced throughout document refers to collective signatories below.

We propose a solution that will eventually release the BLM from the costly cycle of roundups and holdings, while reducing the number of horses and burros on the range and making progress towards the agency determined appropriate management level (AML):

- Conduct targeted gathers and removals at densely populated Herd Management Areas (HMAs) to reduce herd size and make progress towards AML.
- Treat gathered horses and burros with population growth suppression tools prior to being returned to the range. Reversible methods must be administered to an appropriate percentage of mares (generally close to 90%) to control populations, with some flexibility depending on modeling of range and herd parameters.
- Relocate horses and burros in holding facilities, and those taken off the range, to large cost-effective, humane pasture facilities funded through public-private partnerships.
- Promote adoptions in order to help reduce captive populations and costs. The BLM is currently spending \$2,250 (\$3,250 with incentive) per adopted horse to promote adoptions that ultimately provide considerable cost savings to the agency. Investing in the adoption process for each horse will reduce or eliminate the estimated \$46,000 per horse expenditure in off range holding over the course of their lifetime.

The four tiers of this approach – gathers and removals, alongside population growth suppression strategies, public- private partnerships, and adoptions – are all crucial to the ultimate success of the program. Failure to effectively implement any part of this program jeopardizes the success of a holistic and sustainable wild horse and burro program. If employed correctly, this plan will result in a sustainably managed population over the next two decades. We collectively support this humane, effective, and financially sustainable approach.

The signers of this agreement hold divergent views on some aspects of wild horse and burro management but nearly all stakeholders share common goals for rangelands: ecosystem health, the humane treatment of animals, and fiscal responsibility. With this plan, horses and burros will be managed humanely, the government's costs will decrease over time, and multiple use federal public lands will be managed to make progress towards AML goals. We have an opportunity, and an obligation, to solve this challenge collectively through a rational, judicious plan that embodies each of these shared goals. Now is the time to act. Failure to act now will result in continuing irreparable, long-term damage to our natural resources.

THE PROBLEM

The Bureau of Land Management (BLM) has not implemented an effective, financially sustainable framework to manage wild horses and burros, now some 40 years after the enactment of the Wild and Free-Roaming Horses and Burros Act. The agency has been limited in the range of tools it has had at its disposal. Because of logistics and controversy, the management of wild horses and burros on

public lands has proven unwieldy: currently, horses and burros reproduce quickly on the range and are affecting rangeland ecosystems, while most BLM short- and long-term holding facilities are over capacity. Until recently, when budget constraints prevented nearly all management of wild horses and burros on the range, the BLM controlled populations by rounding up specific herds every 2–4 years and removing large numbers of animals to attain AMLs. Absent on range fertility control, these removals resulted in a large population of horses and burros under the BLM’s direct care. The BLM developed two types of holding facilities to maintain these horses and burros — contracted pastures that cost \$1.82–\$2.42 per horse per day, and short-term corral facilities (i.e. feedlots) that cost \$4–\$7 per horse per day. This excludes costs for round-ups. As of March 13th, 2019 the BLM maintains 36,906 wild horses and burros in large pasture facilities, and 14,029 horses and burros in corral facilities.

According to the National Academy of Sciences, removal of excess horses alone can actually facilitate a higher growth rate in wild herds due to decreased competition for forage. This means that the BLM’s current management techniques are likely increasing population growth rates. Equine herds typically grow approximately 15%–20% per year, but studies have shown that growth rates are higher in herds where removals have been conducted.

Had the BLM coupled these removals with a sufficient on-range fertility control program, recruitment rates would be far lower. Between 2012 and 2018, the BLM treated fewer than 4,353 horses with fertility control, and released many gathered horses back onto the range without fertility control treatment.

As of March 13, 2019, the BLM estimates the population of wild horses and burros on federal lands at over 81,951— over three times greater than the agency’s nationwide AML goal of 26,690.

Mismanagement has led to negative impacts to the long-term health of rangeland ecosystems, raising serious concerns with maintaining the status quo management practices for private livestock grazing, wildlife vitality, and wild horses and burros. Controversy over the allocation of water and forage has polarized stakeholders, compromising our ability to find common ground solutions.

THE SOLUTION

While there is continuing debate about what constitutes sustainable wild horse and burro populations on the range, the BLM has stated it is required by law to maintain populations at currently established national AML. The result of recent modeling indicates that those levels can only be reached by a combination of large-scale removals, off-range relocation, and fertility control. Removals must be conducted under the following conditions: (1) Removals must focus on those areas of most immediate concern due to potential conflicts with native wildlife, rangeland degradation, and human-horse conflict; (2) population growth suppression strategies must be implemented as determined on an HMA by HMA basis; (3) wild horses and burros removed from

the range must be relocated into less expensive holding facilities, and where possible, public-private partnerships with landowners and non-profits must be implemented; (4) signatories will work with BLM and provide assistance to ensure that better marketing-increases adoptions and reduces captive populations and costs; and (5) a Rangeland Restoration Plan should be funded and implemented when HMAs achieve sufficient progress towards AML.

I. REMOVALS

Assuming an 18% population growth rate absent removals, rangeland populations will be approximately 90,000 to 95,000 by 2020. While removals to achieve AML are a financial burden, the BLM has determined that they should be conducted to alleviate existing concerns with the condition of BLM's rangelands. To get closer to the BLM's assigned nationwide AML, removal numbers need to be higher initially to allow fertility control to catch up with the population (in other words, to implement fertility control alone or alongside current *average* removal numbers would not achieve population balance and control because the number of foals born per year would still exceed the number of horses removed). Modeling shows that for the first three years, 15,000-20,000 horses would need to be removed per year. These numbers will then drop to 5,000-10,000 per year for the remainder of the proposal term as fertility control takes effect.

Some areas cause heightened concerns due to rangeland degradation, and direct political conflict with the BLM's multiple-use mandate. With that in mind, we suggest that the agency prioritize those areas for immediate attention.

The BLM could begin removals in 2020 focused on those areas, gradually shifting focus in subsequent years to removals in all HMAs where wild horse and burro populations exceed the AML. The combination of large-scale removals/relocations and the large-scale implementation of fertility control (as discussed below) would eliminate the necessity of future large-scale gathers for removal purposes. If necessary, smaller targeted gathers could be conducted to maintain population levels in strategic locations. Removed horses and burros would be relocated to pasture facilities or contracted sanctuaries (as discussed below). The necessity of repeated supplemental feed and water to these herds should be viewed as an indication that the range cannot support current populations in a given area, and the use of such tools should therefore be in conjunction with capture and removal of excess horses.

All removals must be conducted in strict compliance with the Comprehensive Animal Welfare Program (CAWP) as outlined by the BLM.

II. FERTILITY CONTROL

All future removals must be coordinated with ongoing, on-range fertility control programs to prevent subsequent population growth within the remaining equine population. Modeling shows the need for a large-scale fertility control program, which ensures that 90% of the horses and burros remaining on federal public lands are treated with fertility control to avoid need for future large-scale removals.

To achieve this goal, the BLM must regularly treat a significant portion of mares in each HMA. On HMAs where repeated gathers are a realistic option, the agency should treat (>90%)² of the remaining mares in every HMA. For HMAs using helicopter gathers, the agency must commit to coupling the removals with detailed gather plans that target a high percentage of the area's population. The agency must then treat all mares returned to the range with population growth suppression, and continue to treat mares in the HMA in successive years to ensure that a sufficient number of mares (>90%) remain treated.

In areas where baiting is possible, BLM staff must administer treatment through opportunistic darting. If that is not possible in all locations, gathers without removals in subsequent years must take place to ensure repeated treatments.

Trained and approved volunteers and university programs can be utilized to aid with darting programs, identification of individual horses and burros, behavioral observation, and data collection as the BLM needs.

Students and volunteer organizations can also be used to support water and habitat restoration on the range.

The BLM should pursue further research into on-range fertility control and incorporate results into long term management plans.

The BLM should be aggressive about adopting new population growth suppression tools as they become available.

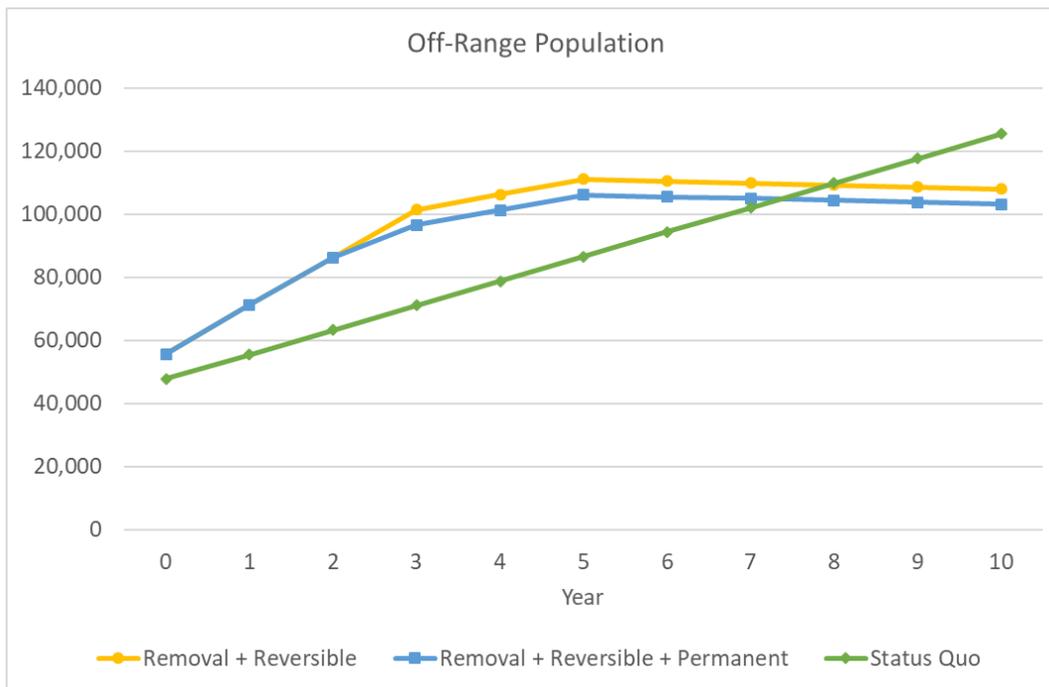
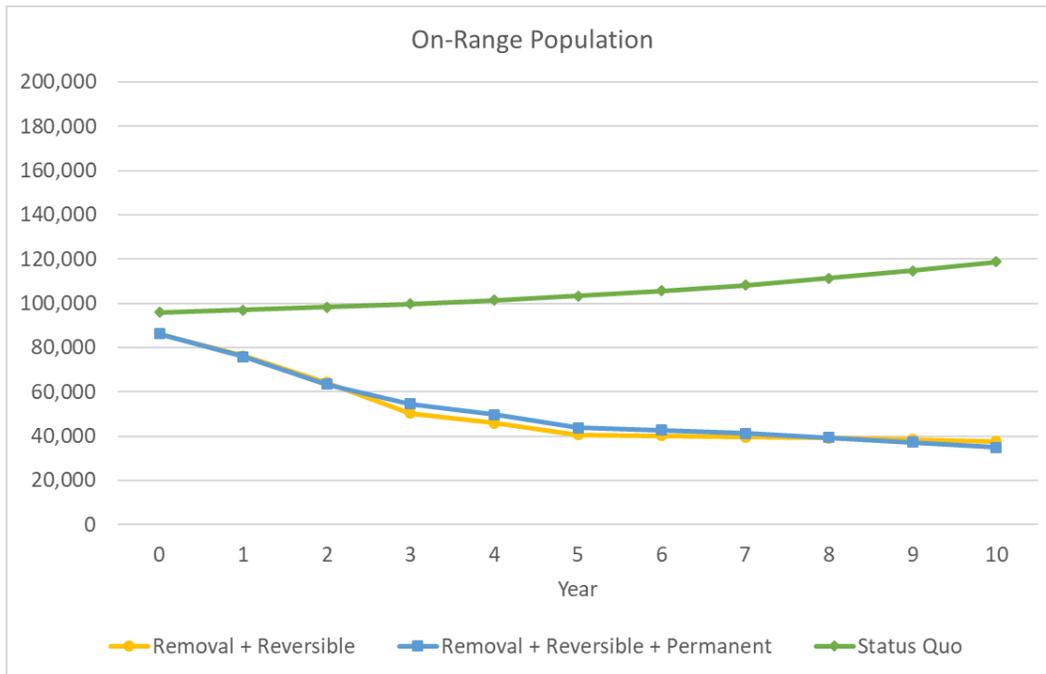
The BLM should be aggressive about adopting new technologies such as federally authorized drones and microchips as they become available and are proven to be safe and effective.

Fertility Control Population Projections:

The BLM has suggested a variety of on-range strategies to suppress wild horse and burro population growth. Below, we analyze three different management strategies and their effects on on-range and off-range population growth. Our preferred method is shown in yellow and labelled "Reversible + Removal", as it can be instituted by the BLM immediately. This curve depicts population growth over time when utilizing removals and yearly reversible population growth suppression tools. The blue line labelled "Removal + Reversible + Permanent" depicts population growth if removals, permanent sterilization, and yearly immunocontraceptives are employed. The Status Quo strategy, the green line, does not achieve adequate population reduction, and results in an increasing number of equids held off-

² Applicable to modeled immunocontraceptive vaccines.

range. Reversible + Removals and Removals + Reversible + Permanent both reduce the population to within 20% of AML over the 10-year period.



From this point, it will take approximately 10 years to get the population close to the BLM’s current desired AML of 26,690 based solely on the use of ZonaStat-H or another yearly population growth suppression tool alongside removals.

Longer-lasting population growth suppression tools will lower costs and reduce the need for yearly treatment, and will speed population decline. As such, additional tools should be implemented as soon as they become feasible.

To further bolster the efficacy of this proposal, the agency could implement reasonable sex-ratio skewing, at a 70/30 skew, in herd management areas where ratios are not naturally skewed towards a larger male population.

III. RANGE RESTORATION

Some ranges are already damaged in ways that are harmful to wildlife, range plants, and the remaining wild horses and burros. Restoring ranges to a healthy state will require deliberate and scientific human intervention. Range treatments should immediately follow gathers and be done at a scale that is effective in creating adequate forage for wildlife, domestic animals, and wild horses and burros. Treatments should be planned in a way that allows the area to be rested until treatments are established enough to withstand grazing.

IV. LESS EXPENSIVE HOLDING OPTIONS

Every day, the BLM spends \$1.82 per horse in long term holding pastures and an average of \$4.99 per horse in corral facilities. A shortage of pasture facilities has forced the agency to use corral facilities for long term purposes —at more than twice the expense. The BLM currently holds 12,433 horses in corral facilities. The agency estimates that each of those horses costs approximately \$46,000 over the course of their lifetime. We propose that the BLM relocate corralled horses and burros, along with any additional removed horses and burros, to more cost-effective private pastures. Private pastures will help reduce population levels in individual HMAs to enable proper management, reduce the agency's management costs, and provide humane and more natural living situations. It also ensures that lethal methods do not become the default public policy. We commit to partnering with BLM to encourage and facilitate the creation of these options.

While this proposal requires an additional upfront investment to achieve this shift in focus, it will result in significant long-term cost savings. We must identify adequately large pasture options that can accommodate not only the horses and burros currently housed in corral facilities but also additional wild horses and burros removed from the range. The overarching goal is to ensure that future gathers, after progress towards AML is made, will be conducted solely to administer a comprehensive, mandatory fertility-control program. The implementation of ongoing on-range fertility control will mean fewer horses and burros removed, which will ultimately enable a phase-out of holding facilities. As holding facilities are phased out, BLM funds will become available to pay for continued population growth suppression tools and range restoration.

Large-Scale Private Pasture or Sanctuary Facilities

We propose that the BLM issue a Request for Proposal (RFP) for organizations and entities throughout the United States that can provide more cost-effective humane, long-term, off-range pasture for the wild horses or burros coming off the range. The BLM would retain ownership of and be accountable for ensuring protection of the animals removed from the range, as well as enforcing consequences for non-compliance. Federally-protected status will be maintained.

The long-term, off-range pasture facilities should be located on private land, and should not be located in areas within or adjacent to Herd Management Areas, Herd Areas, or Horse Territories. These pastures should be located in geographic areas that are suited ecologically to sustain year-round grazing, whether by utilizing pasture rotation or hay production, by large numbers of horses and not have adverse ecological effects.

The BLM should pursue large scale off range pasture contracts with entities capable of housing a large number of horses under a single contract to save administrative costs associated with contracting, environmental compliance, and BLM oversight.

This strategy will save public funds by decreasing the average per-horse cost of off-range management and contracting, compared to the current cost-prohibitive corral facilities, and will allow the animals to live out their lives in natural pasture settings.

Non-profit 501 (c) 3 sanctuary organizations may also choose to enter into long-term off-range pasture agreements with the BLM. The agency would then maintain title of the animals to ensure their federally protected status.

Qualified non-profit, private landowners, or a combination of the two are an additional alternative, reducing the BLM's holding costs while providing removed horses a life-long safe refuge.

Private pasture and sanctuary facilities would be encouraged to provide programs to educate the public about the connection between managed wild horse and burro populations and rangeland health.

All facilities involved in the program will contractually agree they will not destroy healthy, unadopted, wild horses and burros or allow sales of wild horses and burros in a way that results in their destruction for processing into commercial products.

All facilities involved in the program will ensure that wild horses and burros do not return to the ranges. If horses and burros inadvertently escape from these facilities, the facilities will bear the cost and responsibility to gather and return the horses and burros within days.

V. ADOPTIONS

Over the course of the past 5 years, the BLM has only been able to adopt between 2,000-4,000

wild horses and burros a year. Recognizing that this number is insufficient to lower populations in holding facilities in any meaningful way, if this plan is adopted our organizations will work together to create an adoption program to supplement the BLM's current adoption program that will aid in increasing the adoption of horses relocated into the above mentioned private facilities. The Wild Horse and Burro Program plays a key role in reducing the number of animals on the range. However, adoption demand has declined in recent years.

Upon acceptance of our proposal, our organizations are committed to helping increase wild horse and burro adoptions in partnership with the BLM. We will develop and implement a program to encourage the public to adopt a wild horse or burro through the implementation of educational training/mentoring programs with adoptable horses and burros and a marketing plan, which will supplement the agency's current program.

We have determined that the largest possible target audience that is not fully tapped currently by the BLM are potential horse and burro owners on the East Coast. We will work to increase publicity across the country with a specific focus on the East Coast to aid in increasing adoption numbers.

Another under-utilized opportunity may be with other federal agencies. We will support humane imprinting, gentling and training horses and burros that can then be used by USFS, mounted law enforcement, and other government entities.

We will use our volunteer network and extensive outreach capabilities to promote adoptable horses and burros to potential adopters through the use of our social media and email channels.

APPROPRIATIONS REQUEST

The groups involved with this effort will be seeking appropriations language in support of this path forward.