

CETS #:	21340
Contract #:	19-22

**AMENDMENT # 1**

**TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Nevada Department of Wildlife
Address:	6980 Sierra Center Parkway, Suite #120
City, State, Zip Code:	Reno, Nevada 89511
Contact:	Cynthia Prasad
Phone:	(775) 688-1526
Email:	ndowcontracts@ndow.org

Contractor Name:	Washington Animal Disease Diagnostic Lab, Washington State University
Address:	PO Box 647034
City, State, Zip Code:	Pullman, Washington 99164
Contact:	Kathleen Hagen
Phone:	(509) 335-2232
Email:	khagen@wsu.edu

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated February 1, 2019, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

This is the first amendment to the original contract that provides ongoing testing services for pathogens, wildlife diseases, and other wildlife health factors from samples collected from wildlife. This amendment increases the maximum amount from \$350,000 to \$356,600 and revises Attachment AA: Scope of Work to add fish disease testing.

**B. Current Contract Language:**

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

ATTACHMENT AA: SCOPE OF WORK  
ATTACHMENT BB: FEDERAL ADDENDUM

7. **CONSIDERATION.** Washington Animal Disease Diagnostic Lab agrees to provide the services set forth in paragraph (6) at a total cost of **\$70,000 per year** with the total Contract not exceeding **\$350,000.00**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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C. **Amended Contract Language:**

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

ATTACHMENT AA: **REVISED SCOPE OF WORK - #1**  
ATTACHMENT BB: FEDERAL ADDENDUM

7. **CONSIDERATION.** Washington Animal Disease Diagnostic Lab agrees to provide the services set forth in paragraph (6) at a total cost not exceeding **\$356,600**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

*[This section left intentionally blank]*



## Revised Attachment AA: Scope of Work - #1

### *Fish Health Services*

Based on an average sampling rate of 180 fish per year and an average cost of \$20 per fish sampled the monthly costs would be **\$300**. For each test performed pursuant to this contract, the Washington State University Washington Animal Disease Diagnostic Lab shall charge NDOW the amount described under Price/Sample in the fee schedule. Note that price increases typically occur every 12-18 months based upon Federal Cost Accounting Standards. WSU WADDL will provide 30 days' notice of any price change. WSU WADDL is a non-profit institution of Higher Education.

## Fee Schedule

Test	Price
<b>Aquatic Health Inspection Testing*</b>	
Culture Identification of specific bacteria (per fish)	4.50
Aerobic culture contaminated plate surcharge	6.75
VHSV testing	33.00
M. cerebralis digest (large)	39.00
M. cerebralis digest (small)	24.00
C. shasta histopath	12.75
Ceratomyxa shasta by intestinal smear	6.00
Bothriocephalus acheliognathi (Asian tapeworm)	6.75
Aquatic viral Culture	21.75
Piscirickettsia by histo	15.75
Piscirickettsia salmonis Direct tissue Culture	33.00
Piscirickettsia salmonis Touch Exam	7.50
Renibacterium salmoninarum (BKD) culture	24.00
Renibacterium salmoninarum (BKD) ELISA	12.75
Renibacterium salmoninarum (BKD) FA	6.00
Amoebic gill disease	12.75
<b>Aquatic Diagnostic Testing*</b>	
<b>Bacteriology</b>	
Aquatic aerobic culture	19.50
Aquatic anaerobic culture	19.50
Antimicrobial susceptibility	30.00
Fungal culture (genus)*	24.00
Mycobacterium spp. Culture	31.50
<b>Virology</b>	
Aquatic Viral isolation in cell culture	118.50
each additional cell line	22.50
<b>Parasitology</b>	
External Parasite screen	6.75
<b>Pathology</b>	
Aquatic Necropsy (includes gill wet prep/mucus-skin scrape) 1-3 Fish	63.00
each additional fish	24.00
Aquatic histopathology	63.00
each additional fish	24.00
External parasite screen by Histopathology	12.75
Myxobolus cerebralis histopathology	12.75
<b>Sample collection at WA</b>	
Mini sampling (per fish)	3.00
Standard sampling (per fish)	6.00
Sampling kit ( plus freight)	45.00
<b>Molecular Diagnostics-organism identification by PCR</b>	
Flavobacterium psychrophilum by PCR (per sample cost up to 3)	60.00
per sample cost for 4 or more	40.00
Renibacterium salmoninarum (BKD) by PCR	60.00
Spring Viremia of Carp by PCR	60.00
Yersinia ruckeri by PCR	60.00
Mycobacterium spp. Identification and sequencing	165.00
DNA sequencing	165.00
Cloning/sequencing	322.50

\*All cases except those exclusively for toxicology will be assessed an accession fee of \$10.00. An accession is defined as specimen(s) of one animal species or miscellaneous substances belonging to one owner and submitted at one time.

EXHIBIT A: ORIGINAL CONTRACT

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

Nevada Department of Wildlife  
6980 Sierra Center Parkway, Suite 120  
Reno, Nevada 89511  
Contact: Nancy Camarena  
Phone: 775-688-1526  
Email: [ncamarena@ndow.org](mailto:ncamarena@ndow.org)

and

Washington Animal Disease Diagnostic Lab  
Washington State University  
P.O. Box 647034  
Pullman, Washington 99164-7034  
Phone: 509-335-9696  
Email: [univ-receivables@wsu.edu](mailto:univ-receivables@wsu.edu)

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307 and RCW 39.34.020.
3. **CONTRACT TERM.** This Contract shall be effective **February 1, 2019 to January 31, 2024**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or email with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT AA: SCOPE OF WORK

ATTACHMENT BB: FEDERAL ADDENDUM

7. CONSIDERATION. Washington Animal Disease Diagnostic Lab agrees to provide the services set forth in paragraph (6) at a total cost of **\$70,000 per year** with the total Contract not exceeding **\$350,000.00**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 and RCW 4.92 liability limitations, as applicable, in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

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

19. PUBLIC RECORDS. Pursuant to NRS 239.010 and the Public Records Act, RCW 42.56 et seq., information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. FEDERAL FUNDS REQUIREMENTS. As federal funds will be used for this contract, Contractor agrees to be in compliance the applicable requirements from 2 C.F.R. Part 200, Appendix II and any other requirements of federal contracting law.

23. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the State of Washington, as applicable.

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

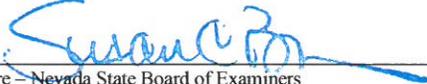
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washington Animal Disease Diagnostic Lab at Washington State University  
Public Agency #1

  
\_\_\_\_\_ 4.8.19 \_\_\_\_\_  
Amanda N. Owen Contracts Manager  
Public Agency #1 Signature Date Title

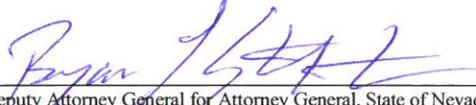
Nevada Department of Wildlife  
Public Agency #2

 4/24/19 \_\_\_\_\_  
Public Agency #2 Signature Date Title  
Deputy Director

  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form and compliance with law by:

  
Deputy Attorney General for Attorney General, State of Nevada

On 6-13-19 \_\_\_\_\_  
(Date)  
On 29 APR 2019 \_\_\_\_\_  
(Date)

## **Attachment AA**

### **SCOPE OF WORK**

Between

Washington Animal Disease Diagnostic Laboratory (WADDL)

And

Nevada Department of Wildlife (NDOW)

For

### **WILDLIFE HEALTH SERVICES**

Annual terrestrial wildlife surveillance and diagnostic services: The scope of work is variable depending on the number of animals sampled per year. However, based on an average sampling rate of 300 animals per year and an average cost of \$233.00 per animal sampled the annual costs would be **\$70,000**. For each test performed pursuant to this contract, WADDL shall charge NDOW the amount described for each test in the WADDL Fee Schedule published at [waddl.vetmed.wsu.edu/fee-schedule](http://waddl.vetmed.wsu.edu/fee-schedule). The parties may agree to alter tests and number of samples stated in the budget described below, provided the maximum amount under the contract is the amount stated in Section 7. Payments are due within 30 days of receipt of invoice. Payments not received within 135 days of invoice date may be subject to collection fees.

#### **Budget**

Terrestrial wildlife surveillance and diagnostic services:

Number of animals sampled/year		300
Average cost of total tests/animal	**	\$233.00
<hr/>		
Annual testing costs		\$70,000.00

## Attachment BB Federal Addendum

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(G) Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

Nevada Department of Wildlife  
1100 Valley Road  
Reno, NV 89512  
775-688-1500

and

Washington Animal Disease Diagnostic Laboratory  
Box 2037, College Station  
Pullman, WA 99165  
509-335-6656

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

WHEREAS, it is deemed that the services of Washington Animal Disease Laboratory (WADDL) hereinafter set forth are both necessary to the Nevada Department of Wildlife (NDOW) and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada or the State of Washington and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307 and RCW 39.34.020.
3. **CONTRACT TERM.** This Contract shall be effective from January 1, 2011 until December 31, 2014, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:
  - ATTACHMENT A: SCOPE OF WORK and SCHEDULE OF FEES
  - ATTACHMENT B: CONTRACTOR'S RESPONSE
7. **CONSIDERATION.** WADDL agrees to provide the services set forth in paragraph (6) for tests as NDOW shall from time to time request at a cost for each test requested as set forth in Attachment A, with the total cost for each one-year period ending December 31 of 2011, 2012, 2013 and 2014, respectively, not to exceed \$40,000 so that the total Contract payable

*ndk*

*ndk*

shall not exceed \$160,000. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity. *and NRS 4.92, as applicable*

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 4, liability limitations, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. *in the good faith performance of official duties.*

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

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

19. PUBLIC RECORDS. Pursuant to NRS 239.010 and RLW 42.17.260, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Subject to Section 19, each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

Washington State University - WA Animal Disease Diagnostic Laboratory  
Public Agency #1

*Danette Kriehn*  
Public Agency #1 Signature

2/28/11 Date  
N. Danette Kriehn Title  
Contracts Manager  
Washington State University

**NV Dept. of Wildlife**  
Public Agency #2

*Richard Haskins* 3/31/11  
Richard Haskins

3/31/11 Date  
Deputy Director - NDOW Title

*Patrick Cates*  
Patrick Cates

3/31/11 Date  
Deputy Director - NDOW Title

*[Signature]*  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 5-10-11 (Date)

*[Signature]*  
Deputy Attorney General for Attorney General, State of Nevada

On 4/7/11 (Date)

# **Attachment A**

## **SCOPE OF WORK**

Between

Washington Animal Disease Diagnostic Laboratory (WADDL)

And

Nevada Department of Wildlife (NDOW)

For

### **WILDLIFE HEALTH SERVICES**

Annual terrestrial wildlife surveillance and diagnostic services: The scope of work is variable depending on the number of animals sampled per year. For each test performed pursuant to this contract, WADDL shall charge NDOW the amount described for that test in the Schedule of Fees below but may increase such fees by not more than 5% for each year of the contract beginning one year after the date the contract becomes effective. In no event shall WADDL charge NDOW more than the out-of-State amount in its web-published Schedule of Fees. Payments not received within 90 days of invoice date may be subject to late fees.

#### **Annual Budget (estimate of usage and charges)**

Terrestrial wildlife surveillance and diagnostic services:

Number of animals sampled/year	100
<u>Average cost of total tests/animal</u>	<u>\$400.00</u>
Estimated annual testing Costs	\$40,000.00

## Schedule of Fees

<b>Administration</b>	
TEST	
Accession fee	10.00
Send outs	20.00
Fed Ex delivery charge (under 3 lbs.)	18.00
Fed Ex delivery charge (over 3 lbs.)	Actual rate
* - No out of state Federal Express delivery charges for Idaho samples	
<b>Bacteriology &amp; Mycology</b>	
Aerobic culture (per tissue or sample)	14.20
Anaerobic culture (per tissue or sample)	15.80
Antimicrobial susceptibility (MIC) - aerobes, urine, ophthalmic (per isolate)	23.60
Antimicrobial susceptibility-anaerobes (per isolate)	23.60
Antimicrobial susceptibility - <i>Enterococcus spp.</i> with MIC (per isolate)	36.20
Antimicrobial susceptibility - Kirby-Bauer, per additional drug	17.30
Blood culture (aerobic and anaerobic)	15.80
<i>Campylobacter spp.</i> culture	15.80
<i>Clostridium difficile</i> culture	15.80
<i>Clostridium difficile</i> toxin assay by neutralization	31.50
<i>Clostridium perfringens</i> culture	15.80
<i>Clostridium perfringens</i> toxin genotyping (PCR)	39.40
<i>Clostridium chauvoei, novyi, septicum, sordelli</i> fluorescent antibody stain	15.80
Environmental cultures (coliform or <i>Salmonella spp.</i> ) - non-quantitative culture	19.70
Environmental cultures (coliform or <i>Salmonella spp.</i> ) - Quantitative culture	39.40

<i>E. coli</i> virulence genotyping (PCR)	39.40
Fecal aerobic culture, (per sample)	15.80
Johne's culture ( <i>Mycobacterium avium</i> spp., <i>paratuberculosis</i> )	55.10
<i>Leptospira</i> spp. - fluorescent antibody	9.50
<i>Listeria</i> spp. culture	17.30
Milk - mastitis (per sample)	7.10
Milk - bulk tank (per sample)	20.50
<i>Mycobacterium</i> spp. (non-Johne's) culture	28.40
Mycology (fungal) culture	20.50
<i>Mycoplasma bovis</i> speciation (PCR)	39.40
Mycoplasma culture (general)	15.80
Organism identification / phenotypic	31.50
Organism identification / 16SrDNA sequencing Direct PCR / sequencing	132.30
Cloning / sequencing 16SrDNA	259.90
Rhodococcus equi (TTW, fluid, PCR) by PCR	47.30
Stain slides (Gram's, acid-fast, victoria blue, special stains)	9.50
<i>Trichomonas fetus</i> culture	9.50
<i>Ureaplasma</i> spp. culture	18.90
<b>Immunodiagnostics / Serology</b>	
<b>Antibody Detection</b>	
Anaplasmosis (ELISA)	6.30
Bluetongue (ELISA)	6.30
Bovine Leukosis Virus (ELISA)	6.30
Bovine Respiratory Syncytial Virus (VN)	6.30
Bovine Virus Diarrhea (VN)	6.30
Border Disease (VN)	6.30
<i>Brucella abortus</i> (BAPA)	6.30
<i>Brucella canis</i> (RSAT)	14.25
<i>Brucella ovis</i> (ELISA)	6.30
Canine Adenovirus (VN)	14.25
Canine Coronavirus (IFA)	14.25

Canine Distemper Virus (VN)	14.25
Canine Distemper Virus (IFA-IgG)	14.25
Canine Distemper Virus (IFA-IgM)	14.25
Canine Herpesvirus (VN)	14.25
Canine Leptospirosis (MAT)	14.25
Canine Parainfluenza Virus (VN)	14.25
Canine Parvovirus (IFA-IgG)	14.25
Canine Parvovirus (IFA-IgM)	14.25
Caprine Arthritis Encephalitis (ELISA)	6.30
Caseous Lymphadenitis (SHI) (Small ruminants)	9.45
Epizootic Hem. Disease, deer et. al. (AGID)	14.25
Equine <i>Corynebacterium pseudotuberculosis</i> (Pigeon Fever)	14.25
Equine Herpesvirus Type 1 & 4 (VN)	14.25
Equine Herpesvirus Type 3(VN)	14.25
Equine Viral Arteritis (VN)	14.25
Equine Infectious Anemia (AGID/ELISA)	14.25
Feline Calicivirus (VN)	14.25
Feline Coronavirus/FIP (IFA)	14.25
Feline Herpesvirus (VN)	14.25
Feline Immunodeficiency (ELISA) and Feline Leukemia (Ag ELISA)	42.60
Feline Panleukopenia (IFA)	14.25
Infectious Bovine Rhinotracheitis (VN)	6.30
Johne's Disease, cattle (ELISA)	6.30
Johne's Disease, goats/sheep (ELISA)	6.30
Leptospirosis (MAT, Ag Animal)	23.70
Leptospirosis (MAT, Other)	34.65
Malignant Catarrhal Fever (ELISA)	6.30
Mycoplasma ovipneumoniae (cELISA, Ag Animal)	9.45
Mycoplasma ovipneumoniae (cELISA, Wildlife)	14.25
<i>Neospora caninum</i> (ELISA, Ag Animal)	6.30
<i>Neospora caninum</i> (Neo-IFA) Dog	14.25
Ovine Progressive Pneumonia (ELISA)	6.30

Porcine Parvovirus (HAI)	6.30
Pseudorabies (LA/VN)	6.30
Toxoplasmosis (IHA, Ag Animal)	6.30
Toxoplasmosis (IHA, Other)	14.25
Vesicular Stomatitis Virus (Ind/NJ-VN)	12.60
West Nile Virus Equine (ELISA)	14.25
<b>Antigen Detection</b>	
Bovine Spongiform Encephalopathy (BSE) <sup>b</sup>	
Bovine Virus Diarrhea Virus (BVDV) Persistent Infection (PI) - serum in red top tube	7.50
BVD Persistently infected (PI) - Ear Notch Testing - See BVD-PI (Persistent Infection) Ear Notch Testing Program	
CDV antigen IFA	28.35
<i>Chlamydiophila spp.</i> Ag. ELISA	28.35
Chronic Wasting Disease (CWD) <sup>b</sup>	37.80
Feline Leukemia Virus (FeLV) Ag. ELISA	28.50
Respiratory Syncytia Virus (RSV) Ag. ELISA	23.70
Rotavirus Ag. ELISA	23.70
*USDA-APHIS Program testing only	
<b>Immunohistochemistry (HIC)</b>	
<b>Infectious Agents - Viruses</b>	
Bovine Coronavirus	23.60
Bovine Herpesvirus-1 (IBR)	23.60
Bovine Respiratory Syncytial Virus	23.60
Bovine Virus Diarrhea	23.60
Bovine Virus Diarrhea Ear Notch	7.90
Canine Adenovirus	39.40
Canine Coronavirus	39.40
Canine Distemper Virus	39.40
Canine Parvovirus	39.40
Equine Herpesvirus-1	39.40
Feline Coronavirus (FIP)	39.40
Feline Parvovirus (Panleukopenia)	39.40
Porcine coronavirus (TGE)	23.60

Prion (Chronic wasting disease)	25.00
Prion (Scrapie)	25.00
<b>Infectious Agents- Bacteria and Protozoa</b>	
Chlamydiaceae-Avian	39.40
Chlamydiaceae-Non-avian	23.60
<i>Coxiella burnetii</i>	23.60
<i>Leptospira spp.</i>	39.40
<i>Listeria monocytogenes</i>	23.60
<b>Tumor Cell Markers</b>	
B-lymphocyte (CD79a)	39.40
Chromatogranin A	39.40
Cytokeratin	39.40
Desmin	39.40
Factor VIII	39.40
Glial fibrillary acidic protein (GFAP)	39.40
Lamda light chain	39.40
Lysozyme	39.40
Melan A	39.40
Neurofilament	39.40
Synaptophysin	39.40
T-Lymphocyte (CD3)	39.40
Vimentin	39.40
<b>Molecular Diagnostics</b>	
<i>Anaplasma marginale</i> (less than 4 samples)	55.20
4 or more samples	37.50
Bluetongue Virus (less than 4 samples)	55.20
4 or more samples	37.50
BVD (Individual EDTA samples)	34.70
BVD (Pooled blood, up to 12 per pool)	69.30
BVD (Pooled ear notch, up to 36 per pool) See BVD-PI (Persistent Infection) Ear Notch Testing Program	
BVD from milk or tissue	55.20
Classical Swine Fever <sup>b</sup>	35.00

Enzootic Hemorrhagic Disease (EHD) virus	55.20
4 or more samples	37.50
Equine Herpesvirus-1 (EHV-1) neuropathogenic and wild type	75.60
Canine Influenza Virus	55.20
<i>Clostridium perfringens</i> (FA)	39.50
<i>Clostridium perfringens</i> (CA)	55.20
<i>Escherichia coli</i> virulence	55.20
<i>Francisella tularensis</i> (tularemia)	90.00
Fungal identification by Universal primers and sequencing	150.00
<i>Helicobacter spp.</i>	55.20
Malignant Catarrhal Fever (MCF) (less than 4 samples)	55.20
4 or more samples	37.50
<i>Mycobacterium avium</i>	55.20
<i>Mycobacterium Avium/M. genavense duplex</i>	63.00
<i>M. avium spp. paratuberculosis</i> (Johnes) from culture (Food Animal)	47.30
<i>M. avium spp. paratuberculosis</i> (Johnes) from culture (Companion Animal)	55.20
( <i>Mycobacterium avium spp., paratuberculosis</i> ) direct fecal PCR for each sample up to three	55.20
4 or more samples	37.50
<i>Mycobacterium spp.</i> Identification by universal primers and sequencing	150.00
<i>Mycoplasma bovis</i>	39.50
<i>Mycoplasma ovipneumoniae</i> Price for each sample (less than 4 samples)	55.20
4 or more samples	37.50
<i>Mycoplasma ovipneumoniae</i> Price for each sample (less than 4 samples)	55.20
4 or more samples	39.50
<i>Neospora caninum</i> (less than 4 samples)	55.20
4 or more samples	37.50

<i>Rhodococcus equi</i>	55.20
<i>Toxoplasma gondii</i>	55.20
<i>Tritrichomonas foetus</i> (less than 4 samples)	55.20
4 or more samples	37.50
West Nile Virus	55.20
<b>PCR Tests for Fish Pathogens</b>	
<i>Flavobacterium psychrophilum</i> (less than 4 samples)	55.20
4 or more samples	37.50
<i>Myxobolus cerebralis</i> (less than 4 samples)	55.20
4 or more samples	37.50
<i>Renibacterium salmoninarum</i> (BKD)	55.20
<i>Renibacterium salmoninarum</i> (BKD) Nested (if necessary)	39.45
Spring Viremia of Carp	55.20
<i>Yersinia ruckeri</i>	55.20
<b>PCR Tests for Avian Pathogens</b>	
Avian influenza - Individual*	40.00
Avian influenza - pooling*	45.00
Avian paramyxovirus (Newcastle's Disease)	40.00
Avian paramyxovirus (Newcastle's Disease) - pooling*	45.00
Chicken Anemia Virus (less than 4 samples)	55.20
4 or more samples	37.50
<i>Chlamydiophila psittaci</i>	55.20
Circo Virus (pigeon)	55.20
Infectious Bronchitis Virus (less than 4 samples)	55.20
4 or more samples	37.50
Infectious Laryngotracheitis Virus (ILT) (less than 4 samples)	55.20
4 or more samples	37.50
<i>Mycoplasma spp., gallisepticum, synoviae</i> (less than 4 samples)	55.20
4 or more samples	37.50
Pacheco's Disease Herpesvirus	55.20
Polyoma Virus (psittacine)	55.20

Psittacine Beak & Feather Disease Virus (Pbfd)	55.20
*USDA-APHIS Program testing	
<b>Organism Identification and sequencing</b>	
Direct PCR / sequencing incl PCR	150.00
Cloning / sequencing	300.00
bNational Animal Health Laboratory Network (NAHLN) Assay	
<b>Parasitology</b>	
Parasite ID	18.90
Fecal float	9.50
Baermann	12.60
Skin scraping	15.80
Sedimentation	18.90
<b>Pathology</b>	
<b>Food and Fiber Animal</b>	
<b>Histopathology</b>	
Surgical Biopsy (antemortem samples)	23.60
Field necropsy (postmortem samples)	28.40
Histo on WADDL necropsy	28.40
STAT/frozen section	47.30
Duplicate slide	9.50
<b>Necropsy</b>	
Gross only up to 250 lbs.	31.50
Gross only >250 lbs.	47.30
WSU Veterinary Teaching Hospital	21.00
Cosmetic necropsy up to 250 lbs.	315.00
Cosmetic necropsy >250 lbs.	630.00
<b>Abortion Diagnostic Screen</b>	
Histopathology, bacteriology, virology, serology, Selenium Plus IHC and molecular diagnostics as appropriate.	133.90
Abortion kits	11.80
<b>Companion Animal</b>	
<b>Histopathology</b>	

Surgical Biopsy (antemortem samples)	39.40
Field necropsy (postmortem samples)	56.70
Histo on WADDL necropsy	56.70
STAT/frozen section	94.50
Duplicate slide	9.50
<b>Necropsy</b>	
Gross only up to 250 lbs.	63.00
Gross only >250 lbs.	94.50
WSU Veterinary Teaching Hospital	42.00
Cosmetic necropsy up to 250 lbs.	315.00
Cosmetic necropsy >250 lbs.	630.00
Avian (see AHFSL fee schedule)	
Fish (see Aquatic Health fee schedule)	
<b>Virology &amp; Chlamydia</b>	
Isolation in cell culture (includes up to 3 swabs/tissues/fluids)	65.00
Identification by EM (includes up to 3 fecal or other specimens/case)	40.00
Contact lab for large volume testing	

WV #19302

# STATE OF NEVADA INFORMATION UPDATE &/or ADDITIONAL REMITTANCE



Mail or fax to:  
**STATE CONTROLLER'S OFFICE**  
555 E WASHINGTON AVE STE 4300  
LAS VEGAS NV 89101-1071  
PHONE: 702/486-3810 or 702/486-3856  
FAX: 702/486-3813

All sections are mandatory and require completion.

### 1. NAME/TAXPAYER IDENTIFICATION NUMBER

 For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name Washington State University	Doing Business As (DBA) Washington Animal Disease Diagnostic Laboratory
Nevada Business License Number	

SSN/EIN <b>91-6001108</b>	<input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (EIN)	Federal Taxpayer Identification Number (TIN) New TIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Provide previous TIN & effective date. Previous TIN: _____ Date: _____ <i>If yes, submit this form and new Registration form.</i>
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### 2. ADDRESS/CONTACT INFORMATION

Address A -  New address (Complete section below only.)  
 Change address (Complete this section and the one at the right.)

Is this a US Post Office deliverable address?  Yes  No

Previous information.

Address PO Box 647034			Address Box 2037, College Station		
Address Bustad Hall Room 155N			Address		
City Pullman	State WA	Zip Code 99164-7034	City Pullman	State WA	Zip Code 99165
E-mail Address waddl@vetmed.wsu.edu			E-mail Address		
Phone Number 509-335-9696	Fax Number 509-335-7424	Phone Number		Fax Number	
Primary Contact Kathleen Hagen			Primary Contact		

Address B -  New address (Complete section below only.)  
 Change address (Complete this section and the one at the right.)

Is this a US Post Office deliverable address?  Yes  No

Previous information.

Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number	Phone Number		Fax Number	
Primary Contact			Primary Contact		

### 3. ELECTRONIC FUNDS TRANSFER

 Per NRS 227, payment to all payees of the State of Nevada will be electronic.

Complete the following information **AND** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on company letterhead. Individuals may provide a signed letter. **A deposit slip will not be accepted.** For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation **must match.** Allow 10 working days for activation.

The information is for address <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Both		
Bank Name Bank of America	Bank Account Type <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	Provide an e-mail address for receiving Direct Deposit Remittance Advices. waddl@vetmed.wsu.edu
Transit Routing Number 12-3308825	Bank Account Number 105000004972	

Do not have a bank account.

### 4. SIGNATURE

 Signature of the individual when using a SSN or of an authorized representative of the business when using an EIN.

Signature Karen L. Kellerman	Print Name & Title of Person Signing Form Karen L. Kellerman Sr. Investment Mgr	Date 8-4-2011
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<b>FOR CONTROLLER'S OFFICE USE ONLY</b>		<b>State agency contact &amp; phone number:</b>
Entered By	Date	Comments



Seattle Client Service Center  
Global Client Services

February 10, 2009

Washington State University  
Attn. Karen Kellerman  
240 French Admin Building  
Pullman, WA 99164

RE: ACH/EFT Information

Dear Karen,

This letter is to confirm bank information for purposes of ACH/EFT

Bank name:	Bank of America
ABA for EFT/ACH:	123308825
ABA for Fed wires	026009593
Client account #	105000004972
Account title	Washington State University

Please call if you have any questions.

Thank you,

Kevin Johnson  
Client Services Advisor  
Seattle Client Service Center  
1-800-426-1411 ext 70564

Tel: 206.858.7205

Bank of America, WA1-801-08-28  
800 Fifth Avenue, 8th Floor, Seattle, WA 98104-8178

Recycled Paper

10-Feb-2009 03:52 PM Bank of America 1-800-426-1411