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| CETS #: | 14723 |
| Solicitation #: | 3051 |

AMENDMENT #7

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting By and Through Its

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| Agency Name: | Various State Agencies Monitored by: Department of Administration-Purchasing Division |
| Address: | 515 E. Musser St., Room 300 |
| City, State, Zip Code: | Carson City, NV 89701 |
| Contact: | Christine Phipps, Purchasing Officer I |
| Phone: | 775-684-0195 |
| Fax: | 775-684-0188 |
| Email: | c.phipps@admin.nv.gov |

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| Contractor Name: | MHM Solutions, LLC |
| Address: | 1593 Spring Hill Rd., 6 th Floor |
| City, State, Zip Code: | Vienna, VA 22182 |
| Contact: | Steven H. Wheeler, President, CEO |
| Phone: | 703-245-1562 |
| Fax: | 703-749-1630 |
| Email: | swheeler@mhm-services.com |

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #3051 and dated October 1, 2013, attached hereto as Exhibit A, and Amendments #1, 2, 3, 4, 5, and 6 attached hereto as Exhibit B, remain in full force and effect with the exception of the following:
 - A. This amendment is to extend the current contract for six (6) months.
 - B. To increase the not to exceed amount to \$109,000,000.00
 - C. Update current Contract Termination-Termination Without Cause
 - D. To add Consideration for SB312 Paid Leave

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective from **October 1, 2013 to March 31, 2020**, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 120 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per temporarily assigned medical related employee hourly pay rate plus 16.5% Administrative Fee for recruitments by using agency, plus applicable employers tax contribution (4.8%) and benefit cost (2.9%) or 20.5% Administrative for recruitments by contractor, plus applicable employers tax contribution (4.8%) and benefit cost (2.9%); the total billable rates (Admin Fee+ Employers Tax Contribution+ Benefit Cost) will apply to all Temporary Medical Positions including W2 employees and 1099 subcontractors with installments payable within 30 days upon receipt of invoice and using agency's approval not to exceed \$100,000,000.00 for the contract term. These rate increases will become effective upon BOE approval. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. 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.

10. **CONTRACT TERMINATION.**

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

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective from October 1, 2013 to September 30, 2020, unless sooner terminated by either party as specified in paragraph ten (10)

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per temporarily assigned medical related employee hourly pay rate, which rate shall be applicable to both hours worked and (effective January 1, 2020) hours of paid leave taken pursuant to Contractor policy that was mandated to be changed by SB312 passed by the 2019 Nevada State Legislature, plus 16.5% Administrative Fee for recruitments by using agency, plus applicable employers tax contribution (4.8%) and benefit cost (2.9%) or 20.5% Administrative for recruitments by contractor, plus applicable employers tax contribution (4.8%) and benefit cost (2.9%); the total billable rates (Admin Fee+ Employers Tax Contribution+ Benefit Cost) will apply to all Temporary Medical Positions including W2 employees and 1099 subcontractors with installments payable within 30 days upon receipt of invoice and using agency's approval not to exceed \$109,000,000.00 for the contract term. These rate increases will become effective upon BOE approval. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. 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.

10. **CONTRACT TERMINATION.**

A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than seventy-five (75) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

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2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract), Exhibit B (Amendment #1, 2, 3, 4, 5, and 6) 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.

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


1/17/2020
President and Chief Executive Officer

 Steven H. Wheeler Date Independent Contractor's Title
 Independent Contractor's Signature


1/22/20
Administrator

 Kevin D. Doty Date Title




 Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3-10-2020
Date

Approved as to form by:



 Deputy Attorney General for Attorney General

On: 12 Jan 20
Date