CETS#14723 RFP#3051

## AMENDMENT #6

## TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada

Acting By and Through Its

Agency Name:	Various State Agencies Monitored By: Department of Administration Purchasing Division	
Address:	515 E. Musser Street, Room 300	
City, State, Zip Code:	Carson City, NV 89701	
Contact:	Ronda Miller, Purchasing Officer	
Phone:	(775) 684-0182	
Fax:	(775) 684-0188	
Email:	rlmiller@admin.nv.gov	

Contractor Name:	MHM Solutions, LLC.
Address:	1593 Spring Hill Road, 6 <sup>th</sup> Floor
City, State, Zip Code:	Vienna, VA 22182
Contact:	Steven H. Wheeler, President, COO
Phone:	(703) 245-1562
Fax:	(703) 749-1630
Email:	swheeler@mhm-services.com

- 1. <u>AMENDMENTS</u>. For and in consideration of mutual promises and/or their valuable considerations, 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 and 3, attached hereto as Exhibit B, remain in full force and effect with the exception of the following:
  - A. To increase the administrative costs as specified below: and
  - B. To increase the not to exceed amount to \$100,000,000.00.

## **Current Contract Language:**

6. <u>CONSIDERATION</u>. 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 6.75% Administrative Fee for recruitments by using agency or 9.75% Administrative for recruitments by contractor, plus applicable employers taxes; with installments payable within 30 days upon receipt of invoice and using agency's approval, <u>not to exceed \$75,000,000.00</u> for the contract term. 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.

## Amended Contract Language:

6. <u>CONSIDERATION</u>. 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,

CETS#14723	
RFP#3051	

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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.

- 2. <u>INCORPORATED DOCUMENTS</u>. Exhibit A (Original Contract), Exhibit B (Amendment #1, 2 and 3), is attached hereto, incorporated by reference herein and made a part of this amended contract.
- 3. **<u>REQUIRED APPROVAL</u>**. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS#14723

RFP#3051

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

Steven H. Wheeler

Jeffrey Haag

Date

3/22/2019

5

Date

APPROVED BY BOARD OF EXAMINERS

Independent Contractor's Title

Administrator

Title

President & Chief Executive Officer

Signature - Board of Examiners

On:

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Approved as to form by:

Deputy Attorney General for Attorney General

On: 12 Mar 19

Date

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