

CETS#14723

RFP#3051

AMENDMENT #4

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, Inc.
Address:	1593 Spring Hill Road, 6 th 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. **AMENDMENTS.** 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. This amendment is to extend the current contract one (1) year to allow for a new solicitation;
 - B. To increase the not to exceed amount to \$75,000,000.00; and.
 - C. To add an admin fee as follows:

- Contractor shall pay a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the “State of Nevada Purchasing Division.” The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, adjustments, and pay rates to employees and contractors) received by the contractor for all products and services provided under the contract during the quarter beginning April 1, 2018.
- All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number shall be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document shall be submitted by the contractor for each contract.
- The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the vendor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end.
- The template for the required Statewide Contract Quarterly Reporting Form outlined below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtrlyReport@admin.nv.gov

A. Quarterly Administrative Fee Report:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.
Gross Profit	Difference between rate billed to and payed to employees and contractors.

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report to include at a minimum the data element information listed below. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

B. Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

C. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

D. Timely Reports and Fees:

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective from **October 1, 2013 to March 31, 2018**, unless sooner terminated by either party as specified in paragraph ten (10).

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 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, **not to exceed \$55,000,000.00** 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:

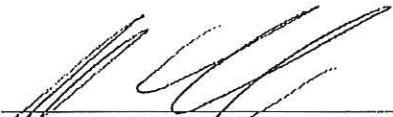
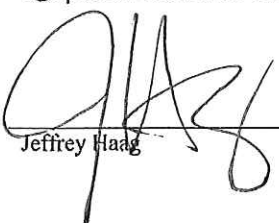
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to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

- INCORPORATED DOCUMENTS.** 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.
- REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

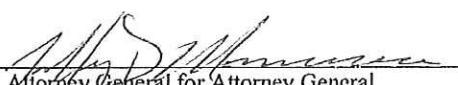
	<u>8/6/18</u>	<u>ELR/CFO</u>
Independent Contractor's Signature	Date	Independent Contractor's Title
	<u>2-7-2018</u>	Administrator
Jeffrey Haag	Date	Title


 Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/13/18
 Date

Approved as to form by:

	On: <u>6 Feb 18</u>
Deputy Attorney General for Attorney General	Date