



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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STATEWIDE CONTRACTS REQUIRING NON-BOE SERVICE AGREEMENT

This procedure specifically addresses Statewide Contracts resulting from:

- 99SWC-S107, Medical & Related Services
- 99SWC-S165, Job Development Services
- 99SWC-S167, Behavioral and Community Based Related Services

DESCRIPTION

The State's method for provider agreements has been replaced with a Request for Qualifications (RFQ) process. Prospective providers must respond to one or more RFQ issued by the Purchasing Division by registering in *NevadaEPro* as vendors and submitting a quote with all required information. Once a provider has met the necessary RFQ requirements and the Board of Examiners (BOE) has approved a signed Statewide Contract with the provider, State agencies must then complete a Service Agreement (the new name for a provider agreement) with all providers they choose to work with. The Service Agreement will outline the specific requirements of the agency (scope of work, fee schedule, etc.).

A Service Agreement does not require BOE approval, however, it does require a *NevadaEPro* release Purchase Order number prior to use. Agencies may then issue work orders/authorizations to providers under a Service Agreement as needed. Agencies must keep a log and monitor all Service Agreements as currently required by agency policies. Service Agreements are not valid until they have received a release Purchase Order number from *NevadaEPro*. From an agency's perspective, the new process should function essentially the same as the current process with providers having two additional, preliminary steps: (1) responding to the RFQ, which includes registration in *NevadaEPro*; and (2) signing a BOE-approved Statewide Contract.

DEFINITIONS

Vendor: A person or company that wants to do business with the State and has registered in *NevadaEPro*.

Contractor: A vendor with a fully executed contract with the State.

NevadaEPro: The State's web-based vendor management and procurement system.

Master Blanket Purchase Order (MBPO): An ongoing contract within *NevadaEPro*. Release Purchase Order: An order/encumbrance off a MBPO within a single State Fiscal Year (SFY).

REQUIREMENTS

Service Agreement will be used in accordance with the applicable Statewide Contract, the State Administrative Manual (SAM) and the Nevada Procurement Manual. Statewide Contracts awarded in response to the RFQs mentioned above and resulting Service Agreements are ONLY to be used in providing client services and within the terms as stated in the Statewide Contract and this procedure. A Service Agreement must be fully executed PRIOR to providing services. In the event a Contractor will not sign the Service Agreement, services cannot be authorized.

Agencies should ensure that services cannot be procured through a current mandatory Statewide Contract in accordance with SAM 1516-Direct Purchase Utilizing State Contracts. Applicable examples of these contracts would be Non-Medical Temporary Staffing, Translation Services and Transcription Services. Service Agreements may not be used to provide services for which a mandatory Statewide Contract exist when that contract can meet the needs of the agency.

Staff shall comply with *SAM 1546, Circumventing*. Direct purchases shall not be made contrary to the requirements included in SAM, nor shall they be made in such a manner as to circumvent the intent of this chapter, nor shall related or similar items be purchased separately (by splitting purchases or by a series of smaller purchases) as a device to avoid these requirements. Direct purchases, when authorized, shall be subject to competitive considerations, i.e., best value, cost to the state, all factors considered. Any purchase and any contract for the purchase of any supplies, materials or equipment, made or entered into by any State officer, department, institution, board, commission or agency contrary to the provisions of the Nevada Revised Statutes, the State Administrative Manual and the rules and regulations of the Purchasing Administrator shall be void. The agency head and the employee who made such purchase or entered into such contract shall be personally liable for the cost of any supplies, materials or equipment delivered pursuant to such purchase or contract. Any contract made with any person, firm or corporation shall be void if any member, officer or employee of any using agency taking part in the making of such contract is also an officer or employee or owner of a substantial part of interest in such firm or corporation. (NRS 333.810)

PROCESS

Selecting a Contractor

Once a vendor has a fully executed Statewide Contract they will be placed on the Statewide Contractor List located on the Purchasing Division website <http://purchasing.nv.gov/>. Awarded contracts are also available at <https://NevadaEPro.com/bsol/>.

An agency can enter into a Service Agreement with any of the approved Contractors.

Service Agreement

All state and local governmental agencies will be able to utilize services off Statewide Contract(s) via a Service Agreement.

The using agency will utilize the Service Agreement to specifically identify the scope of services needed, the fee schedule identifying what they will pay for the services or other deliverables, and any other requirements or relevant information outlining the contractor/agency relationship.

A separate Service Agreement, under a single Statewide Contract, will be required for each agency. It is the Contractor's responsibility to read and understand the terms of the Service Agreement.

Completing the Service Agreement

The information on the form at the top of page one (1) should be filled out completely and should identify: The Contractor's name, *NevadaEPro* vendor number, Controller's Office vendor number (aka T-Number) and the applicable Statewide Contract number.

Service Agreement Attachments

The agency may add additional rows for attachments or may delete rows for *Attachment 3*, *Attachment 4* and *Attachment 5*, or add additional Attachments as needed.

Scope of Work (Attachment 1)

The scope of work is an attachment to the Service Agreement identifying the type of service to be provided. The agency is responsible for the creation of this document when seeking to enter into a Service Agreement for client services.

Attach the agency's Scope of Work identifying what services the Contractor will be providing as *Attachment 1*. If services provided are within more than one scope of work, please attach all applicable scopes of work with one Service Agreement.

Fee Schedule (Attachment 2)

Attach the agency's fee schedule identifying what fees the agency will agree to pay for each of the services/deliverables outlined in the scope of work (*Attachment 1*). If services provided are within more than one scope of work a separate fee schedule should be attached for each.

Work Order/Authorization Example (Attachment 3)

Attach a sample of the agency's pre-authorization for services. Agencies utilizing a Service Agreement must have a mechanism for pre-authorization according to an established fee schedule. This could be an authorization from a case management system, a centralized purchase order, etc. The State does not agree to reimburse the Contractor for services that are not pre-authorized and in accordance with an established fee schedule.

Additional Agency Required Documents (Attachment 4)

Attach specific agency requirements. This could include additional insurance coverage not included in the applicable RFQ, specific federal requirements, licensure requirements, etc.

Insurance and Licensure Requirements

Insurance requirements (as referenced in the RFQ) and Business License requirements are tracked and monitored by the Purchasing Division as on all Statewide Contracts. Agencies may contact the Purchasing Division, as needed for verification of a Contractor.

The Purchasing Division completed an initial validation of licensure as part of the Request for Qualifications (RFQ). As licensure requirements for services to be provided by the contractor vary by agency, it is the agency's responsibility to ensure the contractor's licensure meets their agency's requirements prior to executing a Service Agreement. It is the agencies responsibility to track and monitor the required licensure through the term of the Service Agreement.

NevadaEPro Release Purchase Order

Once you have completed a Service Agreement and obtained the necessary signatures you will need to issue a release off the Statewide Contract MBPO in *NevadaEPro*. The signed Service Agreement and corresponding attachments must be uploaded to the release in *NevadaEPro*. The Purchasing Division will issue final approval in *NevadaEPro* for all releases.

In the event remaining authority of the Statewide Contract is not sufficient to allow for a release, the Purchasing Division will process an amendment to the Statewide Contract. Once the Statewide authority is sufficient the release can be processed.

In the event the incorporated scope of work does not meet the requirements of use as identified in this procedure the Service Agreement will not be approved. The Purchasing Division will work with the agency to determine the best course of action to get the appropriate contract type in place, which may involve a competitive solicitation.

Beginning 45 days prior to the end of each SFY a new release will need to be issued in *NevadaEPro* in accordance with *Section 3, Consideration* of the Service Agreement.

Agencies may remove *NevadaEPro* release Purchase Order number sections on page 3 as necessary to correspond with *Section 3, Consideration* of the Service Agreement.

Service Agreement Execution

A Service Agreement is not considered executed until it has been signed by all parties representing full power and authority on behalf of the agency and the Contractor, and a *NevadaEPro* release Purchase Order number has been issued.

Service Agreement Monitoring

It is the agency's responsibility to monitor the terms of the Service Agreement. The agency must have a mechanism to track usage off a Service Agreement and must submit to the Purchasing Division no later than the 15th day following the end of a SFY quarter, a usage log that includes at a minimum the following information:

- Vendor Name

- *NevadaEPro* release Purchase Order number
- Reporting Period
- Amount authorized
- Amount paid
- Remaining authority on the Service Agreement

The agency must continuously monitor the remaining authority and must process amendments or enter into a new Service Agreement prior to exhausting existing authority.

Service Agreement Termination

The using agency or the Contractor may terminate a Service Agreement at any time, with appropriate notice as outlined in the agreement, without effecting the Statewide Contract. If for any reason the Statewide Contract is terminated all Service Agreements issued through that Statewide Contract will subsequently be terminated.

Service Agreement Amendments

Service Agreements that need to be amended can be canceled and then a new *NevadaEPro* release Purchase Order can be issued. A usage log must be uploaded to the release in *NevadaEPro* prior to cancellation in the system. A Service Agreement can also be amended by processing a Change Order in *NevadaEPro*. A usage log must be uploaded to the release in *NevadaEPro* with the Change Order. If an agency wishes to execute a Change Order in *NevadaEPro* they must contact the Purchasing Division.

NOTE

NevadaEPro training to be provided by the Purchasing Division upon rollout to each agency. For questions or concerns contact the Purchasing Division at: 775-684-0170.