AMENDMENT NO. 2 CBE NO. 606232-22 FOSTER CARE QUALIFIED RESIDENTIAL TREATMENT PROGRAM

THIS AMENDMENT is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and BAMBOO SUNRISE, LLC (hereinafter referred to as PROVIDER).

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606232-22, entitled Foster Care Qualified Residential Treatment Program dated August 4, 2022 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Section I, Term of Contract, Page 1, Paragraph 1, Revised per Amendment No. 1

ORIGINALLY WRITTEN

"COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2024 subject to the provisions of Sections II and VIII herein."

REVISED TO READ

"COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2025, subject to the provisions of Sections II and VIII herein.

2. Section II, Compensation and Terms of Payment, Section A, Compensation, 1ST Sentence, Revised per Amendment No. 1

ORIGINALLY WRITTEN

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the per day bed rates therein for the not-exceed amount of \$1,971,000."

REVISED TO READ

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the per day bed rates therein for the not-exceed amount of \$3,888,372."

3. Exhibit A, Scope of Work, Section 4, Compensation and Terms of Payment, Letter B, Revised per Amendment No. 1

ORIGINALLY WRITTEN

"COUNTY agrees to pay the rate of \$300/day per occupied bed, and \$250/day per empty bed, not to exceed 12 beds."

REVISED TO READ

"COUNTY agrees to pay the rate of \$387/day per occupied bed, and \$250/day per empty bed, not to exceed 12 beds."

4. Exhibit A, Scope of Work, Section 4, Compensation and Terms of Payment, Letter D

ORIGINALLY WRITTEN

"COUNTY shall not pay an empty bed rate if the PROVIDER has failed to accept more than 2 children or youth that were staffed for placement in the facility."

REVISED TO READ

"COUNTY shall not pay an empty bed rate in any given month that PROVIDER has failed to accept 2 children or youth that were staffed for placement in the facility."

5. The revisions contained herein are effective as of November 30, 2023.

This Amendment No. 2 represents an increase of \$1,917,372.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:

COUNTY OF CLARK, NEVADA

PROVIDER:

BAMBOO SUNRISE, LLC

By:

JESSICA COLVIN Chief Financial Officer SHIRLEY LIM HOLDEMAN

Chief Executive Officer

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By: Jason Patchett

(Mar 6, 2024 10:24 PST)

JASON B. PATCHETT Deputy District Attorney