

AMENDMENT NO. 5
RFP NO. 603986-16
MEDICAL SERVICES FOR DEPARTMENT OF JUVENILE JUSTICE SERVICES

THIS AMENDMENT is made and entered into this ____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and WELLPATH, LLC. (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 603986-16, entitled "Medical Services for Department of Juvenile Justice Services" dated July 26, 2016 (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 1 Term of Contract, Page 1 previously revised per Amendment No. 4:

ORIGINALLY WRITTEN:

COUNTY agrees to retain PROVIDER for the period from August 1, 2016, through June 30, 2023, subject to the provisions of Sections II and VIII herein.

REVISED TO READ:

COUNTY agrees to retain PROVIDER for the period from August 1, 2016, through June 30, 2024, subject to the provisions of Sections II and VIII herein.

2. Section 7.0.6, Exhibit A Scope of Work, Page A-10, Revised per Amendment No. 4:

ORIGINALLY WRITTEN:

PROVIDER shall be paid a monthly rate of \$113,349.43 for services from January 1, 2023 through June 30, 2023. The rate reflects a 3% increase for operational costs. This Amendment also allows for an additional 2% inflationary increase with the submission of suitable proof and prior authorization by COUNTY. This revision is effective as of January 1, 2023.

REVISED TO READ:

PROVIDER shall be paid a monthly rate of \$137,745 for services from July 1, 2023 through June 30, 2024.

3. Replace Exhibit A Scope of Work, Attachment A1 – Staffing Matrices in its entirety with the following:

Clark County, NV - Juvenile Detention Center									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Physician/ MDI			4					4	0.1
Mid-Level 2		6						6	0.15
Health Services Administrator (RN)*	8	8	8	8	8			40	1
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Registered Nurse	8	8	8	8	8			40	1
Administrative Assistant / Unit Clerk*	8	8	8	8	8			40	1
Phlebotomist/ Clerk*	8	8	8	8	8			40	1
TOTAL HOURS/FTE-Day								254	6.35
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Nights								84	2.1
TOTAL								338	8.45
Spring Mountain Youth Camp (SMYC)									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Registered Nurse	12	12	12					36	.09
Licensed Practical Nurse				12	12	12	12	48	1.2
TOTAL HOURS/FTE-Day								84	2.1
TOTAL								84	2.1

¹ On-call 24/7/365

² Specific days and hours may vary/share calls 24/7/365

*Exempt from QRVH staffing reimbursement per section 4

4. Add the following as Section 7.2.3 Staffing Hours:

PROVIDER will provide a staffing report every four (4) weeks to COUNTY that details Productive Hours (staff on duty at assigned post) versus Contracted Hours (per the non-exempt FTE requirements as shown in 'Exhibit A Scope of Work – Attachment A1 – Staffing Matrices' revised per this Amendment and any subsequently approved amendments) to identify vacancies. A staffing position shall be deemed filled when PROVIDER is paying a like-kind employee and/or other trained and licensed personnel utilized from a staffing agency or PRN pool to fill the position. PROVIDER agrees to reimburse COUNTY for "Qualified Resultant Vacant Hours" ("QRVH") for those positions under the Medical Services, Dental Services, or Pharmacy.

Reimbursement for the month's QRVH will be calculated using the budgeted hourly rate of the position (including prorated benefits) multiplied by the difference between the number of "Contracted Hours" and "Productive Hours" plus 80 hours on each monthly staffing report per role.

PROVIDER will provide the budgeted hourly wage and benefit rates for individual position

classifications as listed in 'Exhibit A Scope of Work – Attachment A1 – Staffing Matrices' to COUNTY by July 1st of each year this CONTRACT is in effect. The positions, Contracted Hours, and Productive Hours applicable to the QRVH calculation. Any compensation due COUNTY will be applied as a credit against a future scheduled payment to PROVIDER.

Equation for Reference: Hourly Rate (inclusive of prorated benefits) x (times) The Difference = Contracted Hours - (minus) Productive Hours (total hours worked + 80 hours per 4-week period, per role) = (equals) QRVH

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

This Amendment No. 5 represents an increase not to exceed \$1,652,940.

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:
WELLPATH, LLC

By: _____
JESSICA COLVIN
Chief Financial Officer

DocuSigned by:
By: Justin Searle
JUSTIN SEARLE
President, Local Government

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Jason Patchett
Jason Patchett (Jul 20, 2023 10:23 PDT)
JASON PATCHETT
Deputy District Attorney