

**AMENDMENT NO. 2**  
**RFP NO. 604962-18**  
**INMATE HEALTH CARE SERVICES FOR**  
**CLARK COUNTY DETENTION CENTER**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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 604962-18, entitled "Inmate Health Care Services for Clark County Detention Center" dated May 7, 2019 (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. Exhibit A Scope of Work, Section II: Providers Responsibilities, Letter A, No. 3, Page A-2.

Originally Written

Pre-existing conditions subsequent to arrest will be the responsibility of the PROVIDER

Revised to Read

Pre-existing conditions subsequent to arrest will be the responsibility of the PROVIDER with the exception of inpatient costs.

2. Exhibit A Scope of Work, Section II: Providers Responsibilities, Letter A, No. 5 (III), Page A-2.

Originally Written

It is the intent of the COUNTY to reimburse based on the lesser of billed charges or the Medicare allowable for services rendered outside the CCDC or NVC facility.

Revised to Read

It is the intent of the COUNTY to reimburse based on the lesser of billed charges or the Medicaid allowable for services rendered outside the CCDC or NVC facility.

3. Add Letter C to Exhibit A Scope of Work, Section II: Providers Responsibilities, Page A-3.

C. Centers of Excellence: Pharmacy

1. Implement Centers of Excellence Pharmacy program utilizing 340B pricing for HIV medication through approved vendor partners.
2. Seek to develop other drug programs through the Centers of Excellence program managed by the Provider, where appropriate.

4. Exhibit A, Attachment 1 – Compensation, page A-27 per Amendment 1 has been replaced in its entirety with Revised Exhibit A, Attachment 1 – Compensation attached hereto.

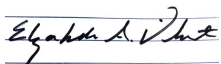
This Amendment No. 2 represents a decrease of \$2,517,175.65.

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

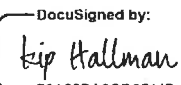
**COUNTY:**  
COUNTY OF CLARK, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

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

By:   
ELIZABETH VIBERT  
Deputy District Attorney

**PROVIDER:**  
WELLPATH, LLC

DocuSigned by:  
  
By: 79A08DA6CD8544B  
KIP HALLMAN  
President

RFP 604962-18  
Exhibit A  
Attachment 1 - Compensation  
Inmate Health Care Services for Clark County Detention Center  
Revised per Amendment No. 2

	<u>CAP</u>	
Fixed Cost/Full Risk Contract	<u>CCDC</u>	<u>CAP NVC</u>
Average Daily Population (ADP assumption)	3,200	500

#### I. Contract amounts

Initial Contract period 7/1/2019 to 6/30/2022	Annual Increase	Annual Amounts
Year 1: 7/1/2019 to 6/30/2020		\$23,859,049.00
Year 2: 7/1/2020 to 6/30/2021	+1.5%	\$24,699,734.09
Year 3: 7/1/2021 to 6/30/2022	+4.5%	\$25,181,668.00
		<b>\$73,740,451.09</b>

#### Annual Renewals

Renewal 1: 7/1/2022 to 6/30/2023	+3%	\$25,937,118.00
Renewal 2: 7/1/2023 to 6/30/2024	+3%	\$26,715,232.00
<b>Total contract amount should all renewal options be utilized</b>		<b>\$126,392,801.09</b>

#### II. Per diem fee exceeding caps

	<u>CCDC</u>	<u>NVC</u>
ADP exceeding above thresholds	\$3.06	\$3.06
Per person / Per day amount		

#### III. Out of Scope

1. Costs of off-site medical care related to pre-existing conditions and any other exclusions as mandated by Nevada statute NRS 211.140 are not responsibility of PROVIDER.
2. All other costs are included under the cost of this contract, except inpatient care that isn't related to a pre-existing condition.