AMENDMENT NO. 2 CBE NO. 606071-21 COVID-19 NON-CONGREGATE SHELTER SUPPORT SERVICES

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

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606071-21, entitled "Covid-19 Non-Congregate Shelter Support Services" dated February 16, 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. 1st Whereas Page 1, Revised per Amendment No. 1:

ORGINALLY WRITTEN:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$10,070,000, including all travel, lodging, meals and miscellaneous expenses; and

REVISED TO READ:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$6,090,000, including all travel, lodging, meals and miscellaneous expenses; and

2. Section II, Compensation and Terms of Payment, Subsection A, Page 1, Revised per Amendment No. 1:

ORGINALLY WRITTEN:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the fixed monthly rate of \$120,000 and the reimbursable cost of meals up to the not to exceed amount of \$670,000, for a total Contract amount not to exceed \$10,070,000. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed monthly rate or the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

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 fixed monthly rate of \$60,000 and the reimbursable cost of meals up to the not to exceed amount of \$335,000, for a total Contract amount not to exceed \$6,090,000. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed monthly rate or the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

3. Exhibit A, Scope of Work, last paragraph:

ORIGINALLY WRITTEN:

Clark County agrees to reimburse Liberty Wellness Outpatient Counseling Center for the above scope of work at a rate of the following:

- ▶ Building No. 8 \$60,000 per month starting November 1, 2021
- ▶ Building No. 1 \$60,000 per month starting January 5, 2022 (monthly rate will be prorated)
- ▶ Reimbursable cost of patient meals and snacks not to exceed \$670,000

REVISED TO READ:

Clark County agrees to reimburse Liberty Wellness Outpatient Counseling Center for the above scope of work at a rate of the following:

- ▶ 2nd and 3rd floors of Building 7 & 8 for a total of up to 30 rooms
- Reimbursable cost of patient meals and snacks not to exceed \$335,000.
- 4. The revisions contained herein are effective as of November 1, 2022.

This Amendment No.2 represents a decrease of \$3,980,000.

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:

LIBERTY WELLNESS
OUTPATIENT COUNSELING

CENTER, LLC

By:

JESSICA COLVIN Chief Financial Officer JENNIFER MORSS

Owner

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By:

ELIZABETH VIBERT Deputy District Attorney