togetherforbetter

AMENDMENT NO. 1
RFP NO. 606705-23
HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER AND JUVENILE FACILITIES

THIS AMENDMENT is made and entered into this _____ day of _____20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and NAPHCARE NEVADA, LLC (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS the parties entered into an agreement under RFP Number 606705-23, entitled "Health Care Services For Clark County Detention Center and Juvenile Facilities" dated September 19, 2024 (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 II: Compensation and Terms of Payment, Subsection A. Compensation

ORIGINALLY READ:

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A-1) for the fixed monthly fee of $2,463,067.33 plus a fixed monthly management fee of $18,796.79 and for the performance of services described in the Scope of Work (Exhibit A-2) for the fixed monthly fee of $166,235.77 plus a fixed monthly management fee of $435.52. The aggregate cost for pharmaceuticals is not to exceed $30,000,000 for all terms. PROVIDER will not be responsible for any cost up to or beyond the not to exceed amount for Pharmacy as this is a pass-through cost to COUNTY. COUNTY agrees to pay PROVIDER for Implementation cost of $991,000 30 calendar days after CONTRACT award with an approved invoice. County agrees to pay PROVIDER $350,000 for wireless IT network hardware for CCDC 30 calendar days after CONTRACT award with an approved invoice. Once COUNTY pays PROVIDER's invoice the Information Technology infrastructure installed will become property of County. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed monthly fee for services and the not to exceed amount for pharmaceuticals. It is expressly understood that that the entire work defined in Exhibit A-1, Exhibit A-2, and Implementation Plan (Exhibit A-5) 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. During the implementation phase (Exhibit A-5), PROVIDER will work with the incumbent and COUTY to transition all data and prepare operations to begin the fee for service portion of the CONTRACT. COUNTY will begin paying the monthly fees and pharmaceuticals cost detailed above once the implementation is complete. The implementation phase shall take no more than 60 calendar.

Medical services, including all staffing required to administer pharmacy for adult and youth offenders will be provided on a full risk basis while the medications (including shipping and handling) for pharmacy will be provided on a cost plus (acquisition cost) and management fee. The acquisition cost for pharmaceutical cost shall be based on 340b pricing when approved or the actual cost from the manufacturer with no mark ups. Any rebates shall be based on a 100% passthrough bases and all pharmacy related expenditures shall be auditable by a third party at COUNTY'S expense. Until such time COUNTY is approved for 340b pricing, COUNTY will pay to PROVIDER actual cost of pharmaceuticals.

340B PROCESS

- CCDC will identify two employees who will serve as contacts for HRSA. They will be designated as the Authorizing Official (AO) and the Primary Contact (PC).
- CCDC will need to show some type of "in kind funding" to become a sub-grantee of a state, federal, or local grant. In kind funding-could be sharing information, distributing pamphlets to patients, etc.
- The Authorizing Official for the health department grant should be made aware that CCDC is working toward entity status as a sub-grantee. HRSA will contact this person to verify. If the person is not agreeable, HRSA will not grant entity status.
- The HRSA website has the AO or PC fills out and submits to HRSA. The application process is open the first fifteen days of each quarter. If the application is approved, entity status begins the first day of the following quarter.
  The dates for registration/application are:
  January 1-January 15 for an effective date of April 1
  April 1-April 15 for an effective date of July 1
  July 1-July 15 for an effective date of October 1
  October 1-October 15 for an effective date of January 1
- Once CCDC has entity status, the AO or PC can go on the HRSA web site to add NaphCare 340B Pharmacy as a contract pharmacy for their 340B meds. This is during the above dates for registration.

PROVIDER will work with CCDC and the designated AO and PC throughout the process."

REVISED TO READ:

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A-1) for the fixed monthly fee of $2,607,585.78 plus a fixed monthly management fee of $19,548.66 and for the performance of services described in the Scope of Work (Exhibit A-2) for the fixed monthly fee of $172,885.20 plus a fixed monthly management fee of $452.95. The aggregate cost for pharmaceuticals is not to exceed $ 30,000,000 for all terms. PROVIDER will not be responsible for any cost up to or beyond the not to exceed amount for Pharmacy as this is a pass-through cost to COUNTY. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed monthly fee for services and the not to exceed amount for pharmaceuticals. It is expressly understood that the entire work defined in Exhibit A-1, Exhibit A-2, and Implementation Plan (Exhibit A-5) 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.

Medical services, including all staffing required to administer pharmacy for adult and youth offenders will be provided on a full risk basis while the medications (including shipping and handling) for pharmacy will be provided on a cost plus (acquisition cost) and management

fee. The acquisition cost for pharmaceutical cost shall be based on 340b pricing when approved or the actual cost from the manufacturer with no mark ups. Any rebates shall be based on a 100% passthrough bases and all pharmacy related expenditures shall be auditable by a third party at COUNTY'S expense. Until such time COUNTY is approved for 340b pricing, COUNTY will pay to PROVIDER actual cost of pharmaceuticals.

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- CCDC will need to show some type of "in kind funding" to become a sub-grantee of a state, federal, or local grant. In kind funding-could be sharing information, distributing pamphlets to patients, etc.
- The Authorizing Official for the health department grant should be made aware that CCDC is working toward entity status as a sub-grantee. HRSA will contact this person to verify. If the person is not agreeable, HRSA will not grant entity status.
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- Once CCDC has entity status, the AO or PC can go on the HRSA web site to add NaphCare 340B Pharmacy as a contract pharmacy for their 340B meds. This is during the above dates for registration.

PROVIDER will work with CCDC and the designated AO and PC throughout the process."

2. Exhibit A-1, Health Care Services for Clark County Detention Center and Juvenile Facilities, Scope of Work, Clark County Detention Facilities, Section VI, Technical Specifications – Administration, Subsection J, Meetings and Reports, is revised to add the following:

"11. PROVIDER will provide quarterly reports, to the extent such data is available, regarding the following:

I. Telehealth. Telehealth utilization, including the number of telehealth encounters and the estimated reduction in offsite medical transports and treatment attributable to telehealth services.

II. Recidivism. Indicators of recidivism, to the extent available, including re-bookings of inmates within facilities served by PROVIDER and other available data intended to measure the effectiveness of discharge planning and community reintegration efforts.

III. Patient Release Medications. Patient release medication and continuity of care initiatives, including the number of patients receiving medications upon release, referrals for follow-up care, and any available information regarding completed follow-up appointments and medication compliance following release."

3. Exhibit A-1, Health Care Services for Clark County Detention Center and Juvenile Facilities, Scope of Work, Clark County Detention Facilities, Section VII, Staffing, Subsection A. Adjustment for Changes to the Average Daily Population (ADP)

ORIGINALLY READ:

"The Parties agree that the ADP is 3,200 for Adult inmates. If the ADP exceeds 3,200 Adult inmates for a period of 60 days or more, then the Parties agree to meet and confer to negotiate any necessary changes to staffing and compensation. The Parties acknowledge that the COUNTY's facilities under this Agreement can hold 4,200 inmates.

	Per Diem
ADP Above 3,200 Adults	$1.45

The ADP shall be determined on the first day of each calendar month based on the Adult inmate population of the preceding calendar month as reported by COUNTY. The applicable Per Diem Rate in any month shall be calculated as follows:

Actual ADP - Agreement ADP x number of days in the month x Per Diem Rate for the applicable Agreement Term."

REVISED TO READ:

"The Parties agree that the ADP is 3,200 for Adult inmates. If the ADP exceeds 3,200 Adult inmates for a period of 60 days or more, then the Parties agree to meet and confer to negotiate any necessary changes to staffing and compensation. The Parties acknowledge that the COUNTY's facilities under this Agreement can hold 4,200 inmates.

	Per Diem
ADP Above 3,200 Adults	$1.51

The ADP shall be determined on the first day of each calendar month based on the Adult inmate population of the preceding calendar month as reported by COUNTY. The applicable Per Diem Rate in any month shall be calculated as follows:

Actual ADP - Agreement ADP x number of days in the month x Per Diem Rate for the applicable Agreement Term."

4. Exhibit A-2 Health Care Services for Clark County Detention Center and Juvenile Facilities, Scope of Work, Department of Juvenile Justice Services, Section II, Responsibilities of Provider, Subsection Health Care Staff, Letter Q. Adjustment for Changes to the Average Daily Population (ADP)

ORIGINALLY READ:

"The Parties agree that the ADP is 290 for Youth. If the ADP exceeds 290 for youth for a period of 60 days or more, then the Parties agree to meet and confer to negotiate any necessary changes to staffing and compensation. The Parties acknowledge that the COUNTY's facilities under this Agreement can hold 290 youth.

	Per Diem
Above 290 Youth	$1.45

The ADP shall be determined on the first day of each calendar month based on the Youth population of the preceding calendar month as reported by COUNTY. The applicable Per Diem Rate in any month shall be calculated as follows:

Actual ADP - Agreement ADP x number of days in the month x Per Diem Rate for the applicable Agreement Term."

REVISED TO READ:

"The Parties agree that the ADP is 290 for Youth. If the ADP exceeds 290 Youth for a period of 60 days or more, then the Parties agree to meet and confer to negotiate any necessary changes to staffing and compensation. The Parties acknowledge that the COUNTY's facilities under this Agreement can hold 290 Youth.

	Per Diem
ADP Above 290 Youth	$1.51

The ADP shall be determined on the first day of each calendar month based on the Youth population of the preceding calendar month as reported by COUNTY. The applicable Per Diem Rate in any month shall be calculated as follows:

Actual ADP - Agreement ADP x number of days in the month x Per Diem Rate for the applicable Agreement Term."

5. Exhibit A-3, Staffing Matrix CCDC and NVC is hereby removed in its entirety and replaced with the attached Exhibit A-3, Staffing Matrix CCDC and NVC.

6. The revisions contained herein are effective as of October 1, 2026.

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

PROVIDER:
NAPHCARE NEVADA LLC

By: _____ Date: 9/16/2026
BRADFORD MCLANE
Chief Executive Officer

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____ Date: _____
JESSICA COLVIN
Chief Financial Officer

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

By: Sarah Schaerrer (Sep 22, 2026 08:29:00 PDT) Date: 09/22/2026
SARAH SCHAERRER
Deputy District Attorney

Exhibit A-3. CCDC and NVC Staffing Matrix (revised per Amendment No. 1)

Detention Service Division (DSD) - Staffing Matrix	
	Updated Total
Administration*	**5.00**
Health Services Administrator (RN)	1.00
Assistant Health Services Administrator (RN)- NVC	1.00
Director of Nursing (RN)	1.00
Assistant Director of Nursing	1.00
Mental Health Coordinator	1.00
Support Staff*	**7.00**
Administration Assistant	4.00
Medical Records Clerk	2.00
Supply Manager	1.00
Booking	**37.80**
Intake NP/PA	4.20
Intake RN	21.00
Intake LPN	4.20
Intake EMT	8.40
Medical Services	**93.20**
Medical Director (MD/DO)	1.00
Staff Physician (MD/DO)	1.00
Sick Call NP/PA	5.20
Sick Call RN	2.10
Sick Call LPN	3.50
RN Supervisor- CCDC	10.50
Infirmary Charge Nurse	4.20
Health Assessment RN	-
LPN-CCDC	37.80
RN Supervisor- NVC	4.20
LPN-NVC	12.60
Medical Assistant- CCDC	3.00
Medical Assistant- NVC	1.00
Certified Nursing Assistant (CCDC)	4.20
X-Ray Technician	1.00
NP/PA - Women's Health	1.00
Dialysis Nurse	0.90
Dental Services	**2.00**
Dental Director (DMD)	1.00
Dental Assistant	1.00

Mental Health Services	23.05
Staff Psychiatrist (MD/DO)	1.05
Chief of Psychiatry	1.00
Psychiatric NP/PA	2.40
Psychiatric RN	3.00
Mental Health Professionals (County Requested)	14.60
Discharge Planner (MHP)	1.00
Total FTES	*168.05*

Detention Service Division (DSD) - Staffing Matrix for MAT Program	
	Updated Total - ADP 100
Administration*	1.00
Health Services Administrator (RN)*	
Assistant Health Services Administrator (RN)- NVC	
Director of Nursing (RN)	
MAT Coordinator (RN)	1.00
Mental Health Coordinator	
Support Staff*	-
Administration Assistant	
Medical Records Clerk	
Supply Manager	
Booking	1.00
Intake NP/PA	
Intake RN	1.00
Intake LPN	
Intake EMT	
Medical Services	6.20
Medical Director (MD/DO)	
Staff Physician (MD/DO)	
Sick Call NP/PA	
MAT NP/PA	2.00
Sick Call RN	
Sick Call LPN	
RN Supervisor- CCDC	

Infirmary Charge Nurse	
Health Assessment RN	
LPN/CMA Dosing MAT	4.20
LPN-CCDC	
RN Supervisor- NVC	
LPN-NVC	
Medical Assistant- CCDC	
Medical Assistant- NVC	
Certified Nursing Assistant (CCDC)	
Dental Services	-
Dental Director (DMD)	
Dental Assistant	
Mental Health Services	2.00
Staff Psychiatrist (MD/DO)	
Psychiatric NP/PA	
Psychiatric RN	
Mental Health Professionals (County Requested)	
Discharge Planner (MHP)	
Substance Abuse Counselor	1.00
MH Professional/Discharge Planner MAT	1.00
Total FTES	*10.20*

Detention Service Division (DSD) - Staffing Matrix Pharmacy	
	Updated Total
Support Staff	1.00
Supply Manager*	1.00
Pharmacy	4.00
Pharmacy Technician	3.00
State Certified Pharmacist*	1.00
Total FTES	*5.00*

**Not applicable to staffing reimbursements*