CETS#19161
RFP#3472

AMENDMENT # 01

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its

Agency Name:	**Nevada Department of Corrections**
Address:	**5500 Snyder Ave., Bldg. 17**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Venus Fajota, Chief of Purchasing & Inmate Services**
Phone:	**775-887-3234**
Fax:	**775-887-3225**
Email:	**vfajota@doc.nv.gov**

and

Contractor Name:	**CoreCivic, Inc.**
Address:	**10 Burton Hills Blvd.**
City, State, Zip Code:	**Nashville, TN 37215**
Contact:	**Brian K. Ferrell**
Phone:	**615-263-3282**
Fax:	**615-208-1126**
Email:	**Brian.ferrell@corecivic.com**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract (CETS# 19161) resulting from Request for Proposal #3472 and dated 10/10/2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. Extends the current contract from June 30, 2019 to **June 30, 2021**, to continue services;

   B. Adds Attachment AAA, the vendor's cost schedule for **FY20 and FY21**; and

   C. Increases the Total Contract Not to Exceed amount from $9,292,456.00 to **$15,203,996.00**.

   Current Contract Language:

   3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination.* Contract is subject to Board of Examiners' approval (anticipated to be October 10, 2017).

Effective from:	October 11, 2017	To:	June 30, 2019 with the option to renew for three (3) additional years if agreeable to all parties.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP 3472 and AMENDMENTS 1 and 2
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Per Diem Rate of $72.58 per inmate for FY 18 for a maximum annual cost of $5,298,340.00 based on 200 inmates. Per Diem Rate of $74.40 per inmate for FY 19 for a maximum annual cost of $5,431,200.00 based on 200 inmates.

Total Contract Not to Exceed:	$9,292,456.00 based on 200 male inmates

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the over Contract term) or a termination as a result of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination.* Contract is subject to Board of Examiners' approval (anticipated to be October 10, 2017).

Effective from:	October 11, 2017	To:	June 30, 2021

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AAA:	VENDOR'S COST PROPOSAL – FY20 and FY21
ATTACHMENT AA:	STATE SOLICITATION OR RFP 3472 and AMENDMENTS 1 and 2
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Per Diem Rate of $72.58 per inmate for FY 18 for a maximum annual cost of $5,298,340.00 based on 200 inmates; Per Diem Rate of $74.40 per inmate for FY 19 for a maximum annual cost of $5,431,200.00 based on 200 inmates; Per Diem Rate of $79.98 per inmate for FY 20 for a maximum annual cost of $2,919,270.00 based on 100 inmates; Per Diem Rate of $81.98 per inmate for FY 21 for a maximum annual cost of $2,992,270.00 based on 100 inmates.

Total Contract Not to Exceed:	$15,203,996.00.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the over Contract term) or a termination as a result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CORECIVIC, INC.

5/8/2019

Brian K. Ferrell — Date — Vice President, Proposal Development — Title

NEVADA DEPARTMENT OF CORRECTIONS

5/9/19

John Borrowman — Date — Deputy Director, Support Services — Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 6-13-19

Date

Approved as to form by:

On: 8 May 19

Deputy Attorney General for Attorney General — Date