

RESOLUTION NO. 3981  
(Third Amendment to Agreement for Prison Health Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON,  
NEVADA, APPROVING THE THIRD AMENDMENT TO THE PRISON  
HEALTH SERVICES AGREEMENT.

WHEREAS, the City of Henderson Detention Center currently provides inmates health care services from Prison Health Services; and

WHEREAS, the City of Henderson has contracted with United States Immigration and Customs Enforcement (ICE) to house prisoners; and

WHEREAS, the current agreement does not account for the additional workload Prison Health Services will be required to provide health care services for the ICE prisoners; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that:

SECTION 1. The City shall enter into the third amendment to the Prison Health Services Agreement for certain health care services, attached hereto as Exhibit A, consisting of four pages, is by reference incorporated herein and made a part of this resolution.

SECTION 2. The Mayor is hereby authorized to execute the Third Amendment to the Prison Health Services Agreement for certain health care services on behalf of the City.

BE IT FURTHER RESOLVED that this resolution is effective upon adoption unless stated otherwise.

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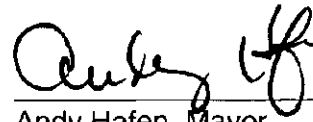
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PASSED, ADOPTED, AND APPROVED THIS 3<sup>rd</sup> DAY OF MAY 2011, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:      Andy Hafen, Mayor  
                                 Councilmembers:  
                                 Kathleen Boutin  
                                 Steven D. Kirk  
                                 Debra March  
                                 Gerri Schroder

Those voting nay:      None  
Those abstaining:      None  
Those absent:          None

  
\_\_\_\_\_  
Andy Hafen, Mayor

ATTEST:

  
\_\_\_\_\_  
Sabrina Mercadante, CMC, City Clerk

**Exhibit A**  
**THIRD AMENDMENT TO PRISON HEALTH SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO THE PRISON HEALTH SERVICES AGREEMENT** (hereinafter the "Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF HENDERSON, NEVADA (hereinafter the "City") and PHS CORRECTIONAL HEALTHCARE (hereinafter "PHS"). For purposes of this Amendment, the County and PHS shall be referred to collectively as the "Parties."

WHEREAS, PHS and the City entered into a Health Services Agreement on October 17, 2006 (hereinafter the "Agreement"), by which PHS assumed the responsibilities for the provision of certain health care services to be delivered to individuals in the custody and control of the City; and

WHEREAS, the Parties have amended the Agreement from time to time; and

WHEREAS, the Parties desire to amend the Agreement again to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Amendment shall be effective as of March 1, 2011 and will remain in effect until June 30, 2011 (hereinafter the "Amendment Period").
2. For the Amendment Period, PHS hereby agrees to assume the responsibility for the provision of the health care services, as described in Article I of the Agreement, to be delivered to any and all ICE prisoners in the custody and control of the City (hereinafter "ICE Prisoners").
3. For the Amendment Period, the City hereby agrees to pay PHS a monthly base compensation consistent with the following schedule:

<b>Month of Payment</b>	<b>Amount</b>
March 1, 2011	\$82,329.60
April 1, 2011	\$82,329.60
May 1, 2011	\$82,329.60
June 1, 2011	\$82,329.60

4. For the Amendment Period, PHS shall perform tuberculin skin testing for ICE Prisoners. The City shall pay PHS \$1.80 per PPD planted pursuant to this Section. In addition to the invoice, PHS shall submit a monthly report, indicating the number of PPDs planted pursuant to this Section.
5. For the Amendment Period, PHS agrees to provide additional staffing consistent with Exhibit A, attached hereto, in addition to the staffing plan set forth in Exhibit B, as amended, of the Agreement.
4. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (Third Amendment) in their official capacity and with the legal authority to do so.

DATE OF HENDERSON CITY COUNCIL ACTION: \_\_\_\_\_

CITY OF HENDERSON, NEVADA

BY:

ATTEST:

\_\_\_\_\_  
Andy Hafen, Mayor

\_\_\_\_\_  
Sabrina Mercadante, CMC  
City Clerk

APPROVED AS TO TERM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jutta G. Chambers  
Chief of Police

\_\_\_\_\_  
Elizabeth Macias Quillin  
City Attorney

PHS CORRECTIONALHEALTHCARE

By: \_\_\_\_\_  
Rod Holliman, President, PHS

## Exhibit A



**Proposed Staffing for  
Henderson Detention Center**

**Henderson Detention Center  
ICE Programs**

POSITION	Mo n	Tu e	We d	Th u	Fr i	Sa t	Su n	TBS *	Hrs/ Wk	FTE
<b>DAY SHIFT</b>										
Medical Director	2	5		5					12	0.30
Health Service Admin	2	2	2	2					8	0.20
RN	12	12	12	12	12	12	12		84	2.10
RN (40 hr)	8	8	8	8	8				40	1.00
Medical Assistant/ File clerk	24	24	24	24	24				120	3.00
RN ( 24 hr addendum)	12	12							24	0.60
Dental				4					4	0.10
Psychiatrist			2			2			4	0.10
									0	0.00
									0	0.00
									0	0.00
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE-Day</b>									<b>296</b>	<b>7.40</b>
<b>EVENING SHIFT</b>										
LPN	8	8	8	8	8				40	1.00
									0	0.00
									0	0.00
									0	0.00
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE-Evening</b>									<b>40</b>	<b>1.00</b>
<b>NIGHT SHIFT</b>										
RN	12	12	12	12	12	12	12	12	96	2.40
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE-Night</b>									<b>96</b>	<b>2.40</b>
<b>TOTAL HOURS/FTE per week</b>									<b>432</b>	<b>10.80</b>

\*TBS= To be scheduled



Exhibit B

**Proposed Staffing for  
Henderson Detention Center**

**Henderson Detention Center  
Current Staffing**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
<b>DAY SHIFT</b>										
Medical Director		5		5					10	0.25
Health Service Admin	2	2	2	2					8	0.20
RN	12	12	12	12	12	12	12		84	2.10
RN (40 hr)	8	8	8	8	8				40	1.00
Medical Assistant/ File clerk	8	8	8	8	8				40	1.00
RN ( 24 hr addendum)	12	12							24	0.60
Dental				4					4	0.10
Psychiatrist			2			2			4	0.10
									0	0.00
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE-Day</b>									<b>214</b>	<b>5.35</b>
<b>EVENING SHIFT</b>										
LPN	8	8	8	8	8				40	1.00
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE- Evening</b>									<b>40</b>	<b>1.00</b>
<b>NIGHT SHIFT</b>										
RN	12	12	12	12	12	12	12	12	96	2.40
									0	0.00
									0	0.00
<b>TOTAL HOURS/FTE-Night</b>									<b>96</b>	<b>2.40</b>
<b>TOTAL HOURS/FTE per week</b>									<b>350</b>	<b>8.75</b>

\*TBS= To be scheduled