

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Sheriff's Office

Department contract file name (use effective date): Southern Health Partners

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Medical for inmates

Contract Component: Amendment

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Southern Health Partners

Effective Date: 1/16/2017

Approved by: Choose an item.

Commissioner Approval Date:

Ending Date: Click here to enter a date.

Total Amount: 187,583.04

Is this contract funded by federal dollars? Yes  No

2. Department Head or his/her designee has read the contract in its entirety.

By: \_Tammy Kirkman \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

NORTH CAROLINA

CHATHAM COUNTY

**FOURTEENTH AMENDMENT TO AGREEMENT**

This Fourteenth Amendment to the Agreement (this "Fourteenth Amendment") is made and entered into effective this 1<sup>st</sup> day of May 2020, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **SOUTHERN HEALTH PARTNERS, INC.** (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. The County and the Contractor entered into the original Agreement dated and made effective the 1st day of August, 2007 (the "Agreement", or the "original Agreement").
- B. The County and the Contractor approved the First Amendment to the Agreement regarding a 3.5% rate increase made effective July 1, 2008.
- C. The County and the Contractor approved the Second Amendment by letter dated February 17, 2009 regarding a rate increase of 3.5% made effective July 1, 2009.
- D. The County and the Contractor approved the Third Amendment on or about July 19, 2010 regarding the extension of term, base compensation, and per diem rate effective July 1, 2010.
- E. The County and the Contractor approved the Fourth Amendment by letter dated April 18, 2011 with a notice of continuation of the Agreement effective July 1, 2011.
- F. The County and the Contractor approved the Fifth Amendment by letter dated March 6, 2012 regarding a 2% rate increase for base contract fee and per diem rate effective July 1, 2012.
- G. The County and the Contractor approved the Sixth Amendment by letter dated May 30, 2013 with a notice of continuation of the Agreement effective July 1, 2013.
- H. The County and the Contractor approved the Seventh Amendment by letter dated June 10, 2014 with a notice of continuation of the Agreement effective July 1, 2014.
- I. The County and the Contractor approved the Eighth Amendment with the effective date of July 1, 2015 regarding a 2% increase in the base compensation and per diem rate, and an increase in average daily population limit.
- J. The County and the Contractor approved the Ninth Amendment by letter dated March 23, 2016 with a notice of continuation of the Agreement effective July 1, 2016.
- K. The County and the Contractor approved the Tenth Amendment dated November 15, 2016 regarding term, staffing and compensation to be effective through June 30, 2017.
- L. The County and the Contractor approved the Eleventh Amendment made effective July 1, 2017 regarding notice of continuation of the Agreement effective through June 30, 2018.
- M. The County and the Contractor approved the Twelfth Amendment regarding a 3% increase in the base compensation and per diem rate, effective July 1, 2018 through June 30, 2019.

- N. The County and the Contractor approved the Thirteenth Amendment regarding a 3% increase in the base compensation and per diem rate, effective July 1, 2019 through June 30, 2020.
- O. The County and the Contractor have now agreed to enter into this Fourteenth Amendment regarding the addition of a LPN nurse at 20 hours per week to the current staffing plan, effective May 1, 2020, and a 3% increase in the base compensation and per diem rate, and an increase in average daily population limit, effective July 1, 2020 through June 30, 2021.
- P. The County has provided the Contractor with updated terms and conditions (the "Terms and Conditions") including State and Federal Acts or Certification Requirements, including E-Verify, Iran Divestment, Divestment from Companies that Boycott Israel, among others, and the Contractor has agreed to abide by such requirements.
- Q. The Contractor and the County have agreed to amend the Agreement as provided herein.
- R. The original Agreement, all prior amendments, and this Fourteenth Amendment are collectively hereinafter referred to as the "Agreement".

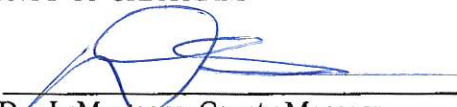
NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. TIME OF PERFORMANCE. The Contractor shall commence providing under the Agreement services on the 1<sup>st</sup> day of May, 2020, and shall complete the provision of such services to the reasonable satisfaction of the County on June 30, 2021.
2. COMPENSATION and EXPENSES. As compensation for the services to be provided under the Agreement, the County shall pay the Contractor an additional sum as requested in the Letter dated March 9, 2020, which is incorporated herein as Attachment A and made an integral part hereof.
3. STATE AND FEDERAL ACTS OR CERTIFICATION REQUIREMENTS. The Contractor agrees to abide by the Terms and Conditions including, but not limited to, all State and Federal Acts or Certification Requirements, including E-Verify, Iran Divestment, and Divestment from Companies that Boycott Israel.

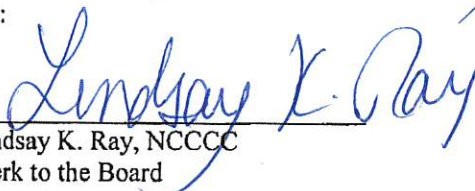
Unless otherwise stated on Attachment A the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except as set forth in this Fourteenth Amendment and all prior amendments, the original Agreement dated August 1, 2007, shall remain in full force and effect.

COUNTY OF CHATHAM

BY:   
 Dan LaMontagne, County Manager

ATTEST:

BY:   
 Lindsay K. Ray, NCCCC  
 Clerk to the Board



SOUTHERN HEALTH PARTNERS, INC.

BY: Lacey LaFuze  
Lacey LaFuze, Vice President and COO

This instrument has been pre-audited in  
the manner required by the Local  
Government Budget and Fiscal Control  
Act.

By: Vicki McConnell  
Vicki McConnell, Finance Director



**Southern Health  
Partners**

ATTACHMENT A

March 9, 2020

Sheriff Michael Roberson  
Chatham County Sheriff's Office  
P.O. Box 429  
Pittsboro, NC 27312

Re: Health Services Agreement

Dear Sheriff Roberson:

SHP is proud to be partnering with Chatham County for the past twelve years. As the new contract period approaches, we want to thank you and the County for your continued trust and confidence in SHP to handle the medical care program at the Detention Center.

We want to continue to grow and offer the service and results you've come to expect of us. In order to remain competitive while still retaining our quality, we will need a 3% inflationary adjustment on the contract, effective on July 1st in line with the renewal anniversary. The difference in the base rate is \$383.00 more per month.

We have also priced an option to add a LPN nurse at 20 hours per week to the current staffing plan at your facility. Below is a summary of the pricing terms for the staffing change effective May 1, 2020 and the renewal terms with an increase in the average daily population limit effective July 1, 2020.

<b>CURRENT CONTRACT PRICE</b>	<b>\$153,198.12 annually (\$12,766.51 per month)</b>
Add LPN at 20 hours per week	\$29,743.92 annually (\$2,478.66 per month)
<b>NEW CONTRACT PRICE EFFECTIVE 5/1/2020</b>	<b>\$182,942.04 annually (\$15,245.17 per month)</b>
Renewal rate increase of 3% with new per diem rate of \$1.65	\$4,596.00 annually (\$383.00 per month)
Increase ADP limit to 90 inmates; New ADP \$1.65 > 90	\$1,277.52 annually (\$106.46 per month)
<b>NEW CONTRACT PRICE EFFECTIVE 7/1/2020</b>	<b>\$188,815.56 annually (\$15,734.63 per month)</b>

If the County would like to proceed with the staffing change for an effective date of 5/1/2020, then we would need to receive a signed amendment any time prior to 4/1/2020 to allow a 30-day period for the hiring process. Except as modified above, or as may be further amended or modified by mutual agreement between the parties, all provisions of the contract will remain in full force and effect.

Sincerely,  
SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez  
Contracts Administrator

cc: Captain Tammy Kirkman