

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: 7/1/2021

Approved by: Commissioners

Ending Date: Click here to enter a date.

Total Amount: 194,480.04

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. 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

FIFTEENTH AMENDMENT TO AGREEMENT

This Fifteenth Amendment to the Agreement (this “Fifteenth Amendment”) is made and entered into effective this 1st day of **July 2021** 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 have now agreed to enter into this 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 this Fourteenth Amendment regarding the addition of an LPN nurse at 20 hours per week to 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 and the Contractor approved the Fifteenth amendment regarding term, staffing and compensation to be effective from July 1, 2021, through June 30, 2022.
- Q. 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.
- R. The Contractor and the County have agreed to amend the Agreement as provided herein.
- S. The original Agreement, all prior amendments, and this Twelfth 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 **1st day of July 1, 2021 and** shall complete the provision of such services to the reasonable satisfaction of the County on **June 30, 2022**.
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 28, 2018, 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 Fifteenth 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: Jennifer Hairsine
Jennifer Hairsine, President and CEO

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

By: Hope Tally
Hope Tally, Finance Director



Southern Health Partners

January 8, 2021

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

Re: Health Services Agreement

Dear Sheriff Roberson:

With nearly twenty-six years of experience partnering with County governments, SHP recognizes the importance of continuing to provide affordable, high quality inmate medical care. Be assured of our goals to serve, heal and protect, as an industry-leading correctional health care provider.

In order to keep pace with the increased costs of operating a safe, efficient and compliant medical care program, it will be necessary to increase our service rates for the upcoming 2021-2022 contract period. We understand the impact a rate adjustment may have on our customers following the unprecedented, challenging time of the COVID-19 pandemic, and are committed to keeping the annual rate increase minimal for the County. SHP will remain focused on being a good steward of County taxpayer funds, while providing exceptional patient care services. The pricing terms, effective on July 1st in line with the renewal anniversary, are listed below with a 3% adjustment, a difference in the base rate of \$472.04 more per month.

Contract Period: July 1, 2021 through June 30, 2022	
Base annualized fee:	\$194,480.04 (\$16,206.67 per month)
Per diem greater than 90:	\$1.70
Annual outside cost pool limits:	\$20,000.00 (first tier); \$40,000.00 (second tier)

For the historical contract record and to confirm the renewal of our Health Services Agreement with Chatham County, I will ask you to keep this letter and return a signed copy to me on or before April 30, 2021 by email (jeanette.rodriquez@southernhealthpartners.com) or by fax (423-305-6964). If this letter is not signed in a timely manner, then billing will be prorated back to the contract inception date. 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 during the renewal period.

If there are any questions or concerns that you would like to discuss, then please reach out to me by phone at 423-553-5635, ext. 9-22 so I can be of assistance. We appreciate Chatham County's business and look forward to our continued services in the new year.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

CHATHAM COUNTY, NC

BY:

Jeanette Rodriguez

Jeanette Rodriguez
Contracts Administrator

cc: Captain Tammy Kirkman