

NORTH CAROLINA

CHATHAM COUNTY

THIRTEENTH AMENDMENT TO AGREEMENT

This Thirteenth Amendment to the Agreement (this “Thirteenth Amendment”) is made and entered into effective this 1st day of **July 2019**, 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 have now agreed to enter into this 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 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.
- P. The Contractor and the County have agreed to amend the Agreement as provided herein.
- Q. The original Agreement, all prior amendments, and this Thirteenth 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, 2019**, and shall complete the provision of such services to the reasonable satisfaction of the County on **June 30, 2020**.

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 April 12, 2019, 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 Thirteenth 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, President and CEO

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

By: _____
Vicki McConnell, Finance Director

ATTACHMENT A



Southern Health
Partners

April 12, 2019

COPY

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

Re: Health Services Agreement

Dear Sheriff Roberson:

Southern Health Partners appreciates the relationship we have developed with you and Chatham County. With each new contract year, we look forward to a renewed commitment of partnering to provide excellent healthcare for the inmates at the Chatham County Detention Center. We have made an effort to keep the amount of annual increases minimal and unfortunately this has not curbed the cost of doing business from growing so over this next contract year, we will need an adjustment on our service rates. The new rates are outlined below based on a continuation of the current program of services with a 3% increase. The difference in the base rate is \$371.84 more per month.

Contract Period: July 1, 2019, through June 30, 2020	
Base annualized fee:	\$153,198.12 (\$12,766.51 per month)
Per diem greater than 85:	\$1.60
Annual outside cost pool limits:	\$20,000 (first tier); \$40,000 (second tier)

We are requesting a signature below on behalf of the County to acknowledge the new base price and per diem rate for the 2019-2020 period, rather than formally extending our Agreement for another year by contract Amendment. **Please keep this letter for your records and return a signed copy to my attention by email (jeanette.rodriguez@southernhealthpartners.com) or by fax (423-305-6964) on or before May 15, 2019.** 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 you should have any questions or concerns regarding the contract, then please feel free to call me at 423-553-5635, ext. 9-22 and I'll be happy to discuss them with you. We hope to continue serving Chatham County long into the future.

Sincerely,
SOUTHERN HEALTH PARTNERS, INC.

CHATHAM COUNTY, NC
BY:

Jeanette Rodriguez
Contracts Administrator

cc: Captain Tammy Kirkman
Lt. Eric Lindley