

AMENDMENT #3  
TO  
HEALTH SERVICES AGREEMENT

This AMENDMENT #3, to Health Services Agreement dated August 7, 2007, between Chatham County, North Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

**WITNESSETH:**

WHEREAS, County and SHP desire to amend the Health Services Agreement dated August 7, 2007, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms effective November 15, 2016:

**Section 2.1 is hereby replaced in its entirety by the following:**

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will provide on-site nursing coverage on weekdays up to forty (40) hours per week, according to a schedule of eight (8) hours per day, five (5) days per week. Further, County acknowledges, there will be an allowance for a reasonable number of absences for medical staff vacation and sick days, and that SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. SHP shall make any reasonable necessary arrangements to provide nursing coverage when members of its staff are on vacation or sick leave so the County will not be left without healthcare services, pursuant to the schedule detailed in this Section. SHP shall also have its nursing staff available by phone to the County's officers twenty-four (24) hours per day, seven (7) days per week when its nursing staff is not scheduled to be on-site.

**Section 6.1 is hereby replaced in its entirety by the following:**

6.1 Term. This Agreement shall commence on August 1, 2007. The term of this Agreement shall end on June 30, 2017, and shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate at the end of the period.

**Section 7.1 is hereby replaced in its entirety by the following:**

7.1 Base Compensation. Effective November 15, 2016, County will compensate SHP based on a twelve-month annualized price of \$144,403.92 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$144,403.92 will be in the amount of \$12,033.66 each. The total amount of base compensation payable to SHP for the shortened contract period of seven months and sixteen days, effective November 15, 2016, through June 30, 2017 will be \$90,653.70. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY, NC

BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

SOUTHERN HEALTH PARTNERS, INC.

BY:

\_\_\_\_\_  
Jennifer Hairsine, President and Chief Executive Officer

Date: \_\_\_\_\_