

NORTH CAROLINA

CHATHAM COUNTY

**FIFTEENTH AMENDMENT TO AGREEMENT**

This Fifteenth Amendment to the Agreement (this “Fifteenth Amendment”) is made and entered into effective this 1<sup>st</sup> 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 1<sup>st</sup> 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, 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, Finance Director