

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): SouthernHealthPartners_Sheriff_20250718

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Inmate Medical Services

Contract Component: Amendment

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

Vendor Name: Southern Health Partners

Effective Date: 07/01/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$252,172.27

Please Return Contract to:

Name: Connor Wilkins

Email: Connor.Wilkins@sheriff.sheriff.or.us

Special Instructions for Clerks

Office:

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

By: Connor Wilkins (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

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated April 22, 2022 between Chatham County, North Carolina and the Chatham County Sheriff's Office (hereinafter referred to collectively as "County"), and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this ___ day of _____, 2024.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated April 22, 2022 between County and SHP.

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

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

2.1 Staffing. County acknowledges that, effective August 1, 2024, SHP shall provide an on-site staffing plan consisting of eight (80) hours per week of staffing by suitably-credentialed/certified personnel, with at least two (2) hours of Registered Nurse (RN) oversight. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. County acknowledges that SHP shall not provide medical staff on SHP-designated holidays.
- b. Other Absences. For all other staff absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, to the extent reasonably possible, or shall endeavor to make up any balance of unfilled time within the scheduled workweek or then-current pay period. In the event SHP is unable to provide replacement coverage or make up the balance of unfilled time, SHP shall refund the County the cost of the unfilled staffing hours on the next month's base fee billing or shall otherwise negotiate a mutually agreeable remedy with County. County acknowledges that, any computation of unfilled hours due for refund to County shall be based on the total average of hours that comprise the regular weekly staffing plan and shall not be determined on a per shift or position basis.
- c. Medication Passes. SHP staff shall prepare and pass all inmate medications when on-site. Jail staff shall be responsible for passing all inmate medications in the absence of an SHP nurse on-site.

- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of North Carolina, and shall be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Should SHP experience increased staffing requirements or an increase of ten percent (10%) or more in total compensation expenses payable to its employees or independent contractors providing services at the Jail, and such increases are beyond the reasonable control of SHP, SHP and County shall negotiate in good faith an updated staffing matrix and/or a corresponding increased amount of compensation for the remainder of the then-current contract period that takes into account the additional personnel and/or additional compensation expenses incurred by SHP. Should SHP and County be unable to agree on a revised staffing matrix and/or an increased amount of compensation within thirty (30) days of SHP notifying County in writing of the need to modify the staffing matrix and/or increase compensation, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP

staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

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

6.1 Term. This Agreement shall commence on July 1, 2022. The renewal period of this Agreement beginning on July 1, 2024, shall run for twelve (12) months through June 30, 2025. This Agreement shall thereafter be automatically extended for additional periods of twelve (12) months each, beginning on July 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement. Notwithstanding any provision herein to the contrary, in the event SHP receives notice or communication from the County or Sheriff, by and through its respective staff or personnel, either in writing or otherwise, of the County's intent to solicit bids for inmate health services, this Agreement shall automatically expire at the conclusion of the then-current period, except as may be mutually agreed to and acknowledged by express written agreement between the parties to extend or renew up through and including a specified period. In no event shall this Agreement continue for a period in excess of sixty (60) days following notice or communication by the County or Sheriff to SHP of the County's intent to solicit bids, except as may be mutually agreed to and acknowledged by express written agreement between the parties to continue services under this Agreement up through and including a specified period.

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

7.1 Base Compensation. During the term of this Agreement, effective July 1, 2024, through June 30, 2025, County will compensate SHP according to the following schedule of rates:

TWELVE-MONTH RENEWAL PERIOD Effective July 1, 2024, through June 30, 2025	TWELVE-MONTH ANNUALIZED PRICE AND MONTHLY INSTALLMENTS
One month running from July 1, 2024 through July 31, 2024	\$212,513.64 \$17,709.47 monthly
Eleven months running from August 1, 2024 through June 30, 2025	\$255,777.60 \$21,314.80 monthly

The total amount of base compensation payable to SHP for the period effective July 1, 2024, through June 30, 2025, will be \$252,172.27. SHP shall 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. Payment by County to SHP shall be made electronically through the Automated Clearing House, or should the County elect not to make electronic payments

to SHP, County agrees to pay an additional two percent (2%) per month charge. 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 shall be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 90. Effective July 1, 2024, if the average daily inmate population exceeds 90 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.85 for each inmate over 90. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 90, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 95 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

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

CHATHAM COUNTY, NC

BY:



Dan La Montagne

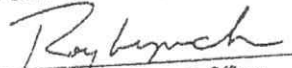
County Manager

Date: 7/23/2024

ATTEST:

Date: _____

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



Roy Lynch, Finance Officer

SOUTHERN HEALTH PARTNERS, INC.

BY:



Jennifer Hairsine, President and CEO

Date: 7/23/2024