

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: NaphCare of Fulton County, LLC

Contract No.: 17RFP07012016B-BR, Inmate Medical Services

Address: 2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

Telephone: 205-536-8400

E-mail: brad.mclane@naphcare.com

Contact: Bradford T. McLane
Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County (“County”) entered into a contract with NaphCare, Inc. to provide Medical Services on behalf of the Fulton County Sheriff’s Office (“Sheriff’s Office”) to individuals housed at the Fulton County jail, effective January 1, 2018 (the “Agreement”); and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No.1, effective January 1, 2019, which clarified the Scope of Work regarding National Commission on Correctional Health Care (“NCCHC”) and American Medical Association (“AMA”) accreditation and modified the renewal terms and compensation; and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No.2, effective August 7, 2019, which amended the Scope of Work in order to add professional services for the Mental Health Stabilization Unit (“MHSU”); and

WHEREAS, on April 18, 2023 NaphCare, Inc. sent a notice of termination of the Agreement with termination effective May 31, 2023, pursuant to the terms of the Agreement, and subsequently received requests to consider extending or continuing contracted services; and

WHEREAS, on May 10, 2023 NaphCare, Inc. sent a notice agreeing to amend the notice of termination of the Agreement with termination effective June 30, 2023; and

WHEREAS, neither Fulton County nor Fulton County Sheriff’s Office have stated that NaphCare, Inc.’s termination notice was insufficient or otherwise impermissible under the Agreement;

WHEREAS, NaphCare, Inc.’s mission is to improve and save lives in corrections, and NaphCare is motivated by the desire to always act in the best interest of its patients;

WHEREAS, Fulton County and the Fulton County Sheriff’s Office have engaged in

substantial efforts to address security and cleanliness concerns in the Fulton County jail including approving the purchase of devices to provide real-time tracking of the heart rate and blood pressure of individuals housed in the Medical and Psychiatric Units of the Fulton County jail; procuring services for clinical-grade sanitizing and decontamination of all medical and psychiatric observation units within the jail; securing imaging of mail contents to detect narcotics and other contraband in mail sent to individuals housed within the jail; and approving the purchase and installation of ninety one (91) additional surveillance cameras in the jail;

WHEREAS, while NaphCare, Inc. and Fulton County are committed to working together to ensure that superior medical and mental health care services in an environment that is safe and secure, the Parties each retain their contractual rights to contract termination for cause or for convenience as set forth in the current Agreement, as amended below;

WHEREAS, Fulton County, NaphCare, Inc., and NaphCare of Fulton County, LLC agree that this Amendment No. 3 contemplates, and relies upon, a contemporaneous withdrawal of the NaphCare, Inc. notice of termination, as well as an Assignment and Assumption of the Agreement by NaphCare of Fulton County, LLC from NaphCare, Inc.;

WHEREAS, Fulton County, through its Board of Commissioners, contemporaneously agreed to, by separate action, the assignment of the Agreement to and assumption of the Agreement by NaphCare of Fulton County, LLC;

THEREFORE, Fulton County, on behalf of the Fulton County Sheriff's Office, and NaphCare of Fulton County, LLC (hereinafter referred to as "Service Provider") agree to revise the Agreement with changes to or addition of provisions related to indemnification, insurance, base compensation, the average daily population ("ADP"), HIV, Hepatitis C, and blood factor medication costs, staffing, security personnel, computer hardware upgrade costs, outstanding invoices, facility opening/reopening responsibilities.

Fulton County and the Service Provider agree to amend the Agreement as follows:

I. Pursuant to Article 29, Assignability, the Parties have contemporaneously agreed that NaphCare, Inc. assigns its rights under the Agreement to its wholly owned subsidiary, NaphCare of Fulton County, LLC, effective July 1, 2023.

II. Article 4, Scope of Work, Section 4.11 shall be modified to provide as follows:

4.11. Inmate Physical and Mental Health Services are intended only for those inmates in the actual physical custody of the Fulton County Sheriff's Office and housed in the Fulton County jail facilities covered under the Agreement, including inmates under guard by the Fulton County Sheriff's Office in outside hospitals. Such inmates will be included in the daily population count. Service Provider shall bear no responsibility for any other inmates, including those in outside hospitals who are not under guard. Should the South Annex reopen, or any new facility open, Service Provider will bear no responsibility for care to inmates housed at the South Annex or new facility. Should County desire services of

Service Provider at South Annex, should it reopen, or any other facility opening, parties shall mutually agree to required staffing and pricing. Except as herein provided, inmates not in the physical custody of the Fulton County jail facilities will not be deemed to be inmates, nor will they be included in the daily population count. Further, Service Provider shall not be responsible for furnishing, or for the costs of furnishing, Inmate Physical and Mental Health Services to inmates on any sort of temporary release, including, but not limited to, inmates on bond, inmates temporarily released for the purpose of attending funerals or to other family emergencies, inmates on escape status, and inmates on pass, parole, or supervised custody who do not sleep in any of the Fulton County jail facilities covered under this Agreement at night, and such inmates will not be included in the daily population count. Except as herein provided, inmates in the custody of other penal institutions or jails at the request of the Fulton County Sheriff's Office shall likewise be excluded from the daily population count and it shall not be Service Provider's responsibility, either to furnish or to pay the costs of, Inmate Physical and Mental Health Services to those inmates. Once an inmate has been recommitted to the Fulton County jail, for any reason, Service Provider shall be responsible for providing all Inmate Physical and Mental Health Services to the inmate.

III. Article 4, Scope of Work, Exhibit C, I. Pharmacy, Section 5, shall be deleted and replaced with the following provision:

I. Pharmacy Requirements

5. The Service Provider is responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals at all facilities covered by this RFP, in accordance with all local, state and federal rules, regulations and laws. Beginning July 1, 2023, Services Provider shall pass through the costs of HIV medication to County for one hundred percent (100%) reimbursement to the Service Provider. Service Provider will reduce pricing by its HIV budget amount of \$3,600,000.00.

Service Provider shall not be responsible for the costs of Hepatitis C prescription drugs approved by the Food and Drug Administration (which may include the following: Harvoni, Sovaldi, Ledipasvir and/or Sofosbuvir), or other new or generic medications related to the treatment of Hepatitis C. Costs associated with these drugs will be the responsibility of Fulton County on behalf of the Fulton County Sheriff's Office. However, Service Provider will attempt procurement of the inmate's own medication supply for administration should it be determined that the Inmate has a current prescription for the medications referenced above, and if verified, shall continue the Inmate's current treatment while bearing no financial responsibility for same. Service Provider shall be

responsible for notifying the Fulton County Sheriff's Office of any inmate needing traditional Hepatitis C medications, such as, but not limited to, Interferon. County will authorize Service Provider to purchase the medication(s) and invoice Fulton County on behalf of the Fulton County Sheriff's Office for the medications at cost.

Service Provider shall not be responsible for the costs associated with blood factors, biologicals, Vivitrol medication, non-formulary long acting mental health injectable medications, oral chemotherapeutic medications, non-formulary intravenous medications, or other specialty medication costs. Service Provider shall supply any necessary medications to inmates as set forth within this Agreement but in the event Service Provider provides payment for the necessary medications that are not its financial responsibility, it shall invoice Fulton County on behalf of the Fulton County Sheriff's Office on a monthly basis for one hundred percent (100%) reimbursement of any costs associated with same.

Service Provider shall not be responsible for the costs associated with shipment of HIV, Hepatitis C, and blood factor medications, it shall invoice Fulton County on behalf of the Fulton County Sheriff's Office on a monthly basis for one hundred percent (100%) reimbursement of any costs associated with shipment of these medications.

Service Provider shall provide a monthly utilization report for all medications passed through to Fulton County on behalf of the Fulton County Sheriff. Service provider shall provide all medications at costs and shall not gross up any medication costs.

IV. Article 4, Scope of Work, Exhibit C shall be modified to include the addition of the following Paragraph:

L. Service Provider Escort Officers.

The security detention officer escort services ("Escort Officer(s)") rendered by Service Provider shall consist of eight and four-tenths (8.4) FTEs. The Escort Officer services are required and necessary as a means to: (1) reduce the need for Fulton County correctional officers to escort patients within the Fulton County jail facilities; and (2) ensure inmates patients are escorted in a timely manner to their scheduled mental health appointments.

Service Provider agrees that it shall utilize off-duty officers currently employed by the Fulton County Sheriff's Office, retired officers, reserve officers of Fulton County or the equivalent thereof, to provide

any necessary services hereunder. In doing so, Service Provider may hire and manage any Escort Officer necessary solely for the purposes of escort for Service Provider's healthcare service needs, so long as the Escort Officer is currently employed by the Fulton County Sheriff's Office (to include retired, reserve or the equivalent thereof), has completed all necessary background screening required by the Fulton County Sheriff's Office and/or Service Provider and/or drug screening testing required by either party.

To the extent necessary, the Fulton County Sheriff's Office and/or its personnel shall collaborate with Service Provider to provide appropriate training and necessary security briefings to Escort Officers, which shall include all necessary training related to Sheriff's Policy Number 1500-18, Inmate Observation, and training related to Grady Health System's handcuffs and other restraint requirements prior to any inmate/patient transport to Grady Health System. The Parties agree that Escort Officers will not participate in inmate/patient transports. Additionally, the Parties hereby agree that any Escort Officer that is currently deputized as a law enforcement officer in the State of Georgia may, in their sole discretion, interrupt their provision of services rendered on behalf of Service Provider in order to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of these services. Such interruption or termination of services shall not be considered a breach and Service Provider shall not be obligated to pay for any such interruption of services and activities performed after the Escort Officer interrupts or terminates the provision of services set forth herein.

Service Provider shall not exercise control over an Escort Officer's (deputized only) enforcement of laws and officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by the Escort Officer and the Sheriff. Each Escort Officer shall be subject to, and shall abide by, all Fulton County and Fulton County Sheriff's Office rules and regulations as well as complying with all local, state and federal laws.

Neither Service Provider nor the Sheriff has the right and neither shall seek to exercise any control over the other Party, its employees, its officers or its agents. Service Provider will decide and direct which Escort Officers it shall assign, at what times, and to which facility to provide services. Service Provider shall be solely responsible for any applicable employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees.

The Parties hereby agree that when rendering services at Fulton County jail facilities, Escort Officers shall act solely as the agents of Service Provider, unless they interrupt said services to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of this paragraph, for which Service Provider shall maintain no control over, nor liability for whatsoever. Any liability, associated risks, claims and/or damages related to the safety, security and cleanliness of the Fulton County jail facilities shall be the sole responsibility of the Fulton County Sheriff's Office.

- V. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 1, 2023, a six percent (6%) cost of living adjustment to the current base compensation, additional compensation to support an ADP of 3,300 applicable to the County's inmate patient population physically housed in Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), and Alpharetta jail, additional compensation to support personnel wage increases, and a one-time expense to replace aging information technology ("IT") equipment. Service Provider will install the IT replacement equipment and the Parties agree that such equipment is the property of Fulton County assigned exclusively to the Fulton County Sheriff for the Service Provider's use. The IT replacement equipment, including the servers and computers, will be used by the Service Provider in its provision of services at any Fulton County jail facility and shall remain the property of Fulton County assigned exclusively to the Fulton County Sheriff upon the termination of this Agreement.
- VI. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following:
- 11.4 Service Provider will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Medical Services as described in and as required by this Agreement. Service Provider shall provide staffing as described in Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. The Parties mutually agree that the ADP is three thousand three hundred (3,300) and is applicable to the County's inmate patient population physically housed in the Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), and Alpharetta jails. If the ADP either exceeds three thousand five hundred (3,500) or is below three thousand one hundred (3,100) for at least two (2) consecutive months, then Parties hereby agree to meet and confer to establish new staffing levels and adjust compensation accordingly. Furthermore, should Service Provider be required to provide additional staffing not set forth within this Agreement as a result of any Court Order, Consent Decree, or otherwise, County shall be responsible for payment to Service Provider for any costs associated with same.

- VII. Article 15, Termination for Convenience, shall be deleted and replaced with the following:

Notwithstanding any other provisions, either Party may terminate this Agreement for its convenience at any time by providing the other Party with at least six (6) months prior written notice. If the Agreement is terminated for convenience by either party, as provided in this article, Service Provider will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Service Provider which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

- VIII. Article 22, Indemnification, Paragraph 22.1 shall be modified as follows:

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Service Provider/Service Provider's acts, errors, or omissions in the performance of professional services, the Service Provider shall defend, indemnify, release, and hold harmless the Fulton County Sheriff's Office, Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Service Provider in the delivery of the services under this Agreement. Such indemnity is limited to those liabilities caused by a Negligent Professional Act or Medical Malpractice, as defined below, and specifically does not include allegations based on Fulton County's policies, training or duties. Professional Liability shall be defined as responsibility for a single act or omission, or a series of related acts or omissions during Services Provider's provision of services pursuant to the Scope of Work of this Agreement, arising out of the medical negligence, intentional act, or willful misconduct of the Service Provider or its officers, employees, or agents. This indemnification survives the termination of this Agreement and shall also survive the dissolution

or to the extent allowed by law, the bankruptcy of the Service Provider.

For the purposes of the Professional Services Indemnity above:

- 1) "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Service Provider is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.
- 2) "Medical Malpractice" means a medical professional's violation of the applicable standard of care that results in an injury for which a recovery may be had.

Service Provider's obligation to defend, indemnify, release and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider shall have no duty or obligation to defend and/or indemnify the Sheriff/County, its Commissioners, officers, employees, sub-contracted Service Providers, successors, assigns and agents for any claims, losses, damages, lawsuits, costs, judgments or expenses arising out of or resulting from: (a) any negligent or intentional act or acts or other omission(s) attributable to the Sheriff/County, its employees and/or its agents; and/or (b) the Sheriff/County and/or its employees preventing an inmate from receiving medical care ordered by Service Provider or its agents.

Service Provider further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-contracted Service Providers, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Service Provider. These indemnities shall not be limited by reason of the listing of any insurance coverage.

- IX. Article 26, Insurance, shall be modified to include the addition of the following paragraph:

Should Fulton County obtain General Liability insurance coverage on behalf of the Fulton County Sheriff's Office, such insurance shall be in an amount to cover the Fulton County Sheriff's Office's obligations under this Agreement. If General Liability insurance is obtained by Fulton County on behalf of the Fulton County Sheriff's Office, then Fulton County agrees to add Service Provider, to the extent permissible by law, as an additional insured under any applicable insurance policy, and provide Service Provider with a certificate of insurance ("COI") evidencing coverage.

- X. Article 39, Invoicing and Payment, Time of Payment Paragraph shall be modified as follows:

Time of Payment. Fulton County on behalf of the Fulton County Sheriff's Office shall make payments to Service Provider within thirty (30) days after receipt of a proper invoice.

- XI. Schedule 1, Staffing Levels, in the original Agreement and the MHSU staffing set forth in Amendment No. 2 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.

This Amendment is effective July 1, 2023.

Except as modified herein, all other terms and conditions set forth within the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

SIGNATURES ON THE FOLLOWING PAGE

**OWNER:
FULTON COUNTY, GEORGIA**

**SERVICE PROVIDER:
NAPHCARE OF FULTON COUNTY, LLC**

DocuSigned by:
Robert L. Pitts

BA715B1A2654E7...
Robert L. Pitts, Chairman
Board of Commissioners

DocuSigned by:
Bradford T. McLane

1F41628567A443A...
Bradford T. McLane
Chief Executive Officer

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier

EEC476C4937648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by:
Bradley J. Cain

02B4E85AC5B7470...
Secretary

DocuSigned by:

(Affix County Seal)

DocuSigned by:

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:
Miller

5A8A2E7047644DA...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Patrick Labat

4FF496AB568B408...
Patrick Labat, Sheriff
Fulton County Sheriff's Office

**EXHIBIT E
COMPENSATION**

| NaphCare of Fulton County, LLC Amended Pricing | | | Annual | Monthly |
|---|------------------------------|------------------------------------|-------------------------|------------------------|
| Year 6 | 1/1/2023 – 12/31/2023 | Fifth Renewal Term | \$ 26,705,955.91 | \$ 2,225,496.33 |
| Year 6 | 1/1/2023 – 12/31/2023 | MHSU (per amendment 2) | \$ 440,157.73 | \$ 36,679.81 |
| Year 6 | 1/1/2023 – 12/31/2023 | Current Contract Total | \$ 27,146,113.64 | \$ 2,262,176.14 |
| Amendment Pricing Updates | | 6% COLA/ Revised ADP (3,300) | \$ 2,181,857.35 | \$ 181,821.45 |
| | | HIV Medication (Pass Through) | \$ (3,600,000.00) | \$ (300,000.00) |
| | | Staffing Compensation (Hardship) | \$ 1,757,000.00 | \$ 146,416.67 |
| | | Amended Staffing (4.6 FTEs) | \$ 700,000.00 | \$ 58,333.33 |
| | | NaphCare Security Force (8.4 FTEs) | \$ 1,880,000.00 | \$ 156,666.67 |
| | | 6% COLA - MHSU (per amendment 2) | \$ 26,342.27 | \$ 2,195.19 |
| Amended Total | | | \$ 30,091,313.26 | \$ 2,507,609.44 |
| IT Equipment Refresh - One Time Expense | | | \$ | 440,000.00 |
| Estimated Annual Medication Pass Through Costs* | | | \$ | 5,224,704.00 |
| Estimated Annual Medication Shipment Pass Through Costs* | | | \$ | \$261,235.20 |

*** Please note, these are estimated costs and will need to be revisited each year to determine actual costs and trends in medication need and use to accurately set the budget for these items.**

| NaphCare of Fulton County, LLC Amended Pricing | | | Annual | Monthly |
|---|-----------------------|----------------------|------------------|-----------------|
| Amended Year 6 | 7/1/2023 - 12/31/2023 | Fifth Renewal Term | \$ 15,045,656.63 | \$ 2,507,609.44 |
| Amended Year 7 | 1/1/2024 – 12/31/2024 | Sixth Renewal Term | \$ 31,294,965.80 | \$ 2,607,913.82 |
| Amended Year 8 | 1/1/2025 – 12/31/2025 | Seventh Renewal Term | \$ 32,546,764.43 | \$ 2,712,230.37 |
| Amended Year 9 | 1/1/2026 – 12/31/2026 | Eighth Renewal Term | \$ 33,848,635.00 | \$ 2,820,719.58 |
| Amended Year 10 | 1/1/2027 – 12/31/2027 | Ninth Renewal Term | \$ 35,202,580.40 | \$ 2,933,548.37 |

SCHEDULE 1—STAFFING LEVELS

| Fulton County, GA NaphCare of Fulton County, LLC Staffing | | | |
|--|----------------|----------------|----------------------|
| Positions | Current | Amended | Amended Total |
| Administrative Assistant | 3.000 | | 3.000 |
| Associate HSA | 2.000 | | 2.000 |
| Associate Mental Health Director | 1.000 | | 1.000 |
| Dental Assistant | 2.200 | | 2.200 |
| Dentist | 2.200 | | 2.200 |
| Director of Nursing | 1.000 | | 1.000 |
| Health Services Administrator | 1.000 | | 1.000 |
| Infectious Disease Physician | 0.200 | | 0.200 |
| Licensed Practical Nurse | 53.400 | | 53.400 |
| Medical Assistant | 17.800 | | 17.800 |
| Medical Director | 1.000 | | 1.000 |
| Medical Records Clerk - Site | 3.000 | | 3.000 |
| Mental Health Director | 1.000 | | 1.000 |
| Asst. Mental Health Director | | 1.000 | 1.000 |
| Mental Health Clinician (MHSU) | 3.000 | | 3.000 |
| Mental Health Discharge (MHSU) | 1.000 | | 1.000 |
| Mental Health Professional | 11.600 | 2.600 | 14.200 |
| Nurse Practitioner | 16.250 | | 16.250 |
| OB GYN - MD | 0.200 | | 0.200 |
| Paramedic | 4.200 | | 4.200 |
| Paramedic Educator | 1.000 | | 1.000 |
| Pharmacy Technician | 2.000 | | 2.000 |
| Physician | 1.000 | | 1.000 |
| Physician Assistant | 1.000 | | 1.000 |
| Psych Nurse Practitioner | 3.000 | 1.000 | 4.000 |
| Psychiatrist | 1.000 | | 1.000 |
| Reentry Coordinator | 1.000 | | 1.000 |
| Registered Nurse | 21.900 | | 21.900 |
| RN Supervisor | 4.200 | | 4.200 |
| Staff Physician | 1.000 | | 1.000 |
| Escort Officers | | 8.400 | 8.400 |
| Grand Total | 162.150 | 13.000 | 175.150 |

E-VERIFY AFFIDAVIT

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

3562605-SB (GA Dept of Revenue)
Business License Account No.

- (A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) x On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

NaphCare of Fulton County LLC
Name of Private Employer

2164837
Federal Work Authorization User Identification Number
(Also called E-verify#, usually 4-7 digits)

June 1, 2023
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

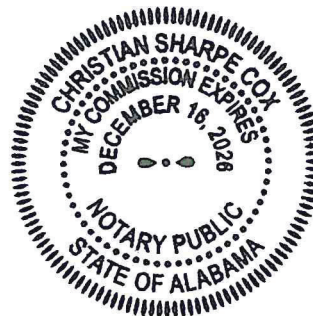
Executed on June, 2, 2023 in Birmingham (city), AL (state).

[Signature]
Signature of Authorized Officer or Agent

Connie Young, Chief Financial Officer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF June, 2023.

Christian Sharpe Cox
NOTARY PUBLIC
My Commission Expires: 12/16/2026



¹To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

NaphCare of Fulton County, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/12/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/17/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 5/12/2023 1:38:18 PM

BUSINESS INFORMATION

CONTROL NUMBER 23109194
BUSINESS NAME NaphCare of Fulton County, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/12/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 2090 Columbiana Road, Ste 4000, Birmingham, AL, 35216, USA

REGISTERED AGENT

| NAME | ADDRESS | COUNTY |
|-----------------------------|---|---------------|
| Corporation Service Company | 2 Sun Court, Ste 400, Peachtree Corners, GA, 30092, USA | Gwinnett |

ORGANIZER(S)

| NAME | TITLE | ADDRESS |
|----------------|--------------|--|
| NaphCare, Inc. | ORGANIZER | 2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA |

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE NaphCare, Inc. by Bradley J. Cain
AUTHORIZER TITLE Organizer



Fulton County

Legislation Details

File #: 23-0381 **Version:** 1 **Name:**
Type: CM Action Item - Justice and Safety **Status:** Agenda Ready
File created: 5/30/2023 **In control:** Board of Commissioners
On agenda: 6/7/2023 **Final action:**
Title: Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) in the amount of \$4,786,187.20 to provide physical and mental health services to inmates at the Fulton County Jail facilities which includes Rice Street Jail, Atlanta City Detention Center, and Alpharetta Jail . Effective July 1, 2023 through December 31, 2023.

Sponsors:
Indexes:
Code sections:
Attachments: 1. AMENDMENT NO. 3 TO FORM OF CONTRAC - NAPHCARE OF FULTON COUNTY, LLC, 2. REVISION-AMENDMENT NO. 3 TO FORM OF CONTRACT - NAPHCARE OF FULTON COUNTY, LLC

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

CONSENT TO ASSIGNMENT AND ASSUMPTION

OF CONTRACT 17RFP07012016B-BR, INMATE MEDICAL SERVICES

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT 17RFP07012016B-BR, Inmate Medical Services (hereinafter, “Agreement”) is entered into as of the 7th day of June 2023, between, **NaphCare, Inc.** an Alabama corporation authorized to conduct business in Georgia, and **NaphCare of Fulton County, LLC**, a Georgia company, and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”)(collectively “the Parties”).

WHEREAS, November 15, 2017, as Agenda Item # 17-0934, the County, through its Board of Commissioners, approved a contract with NaphCare, Inc., (“Contract”), to provide inmate medical services for the Fulton County Sheriff’s Office; and

WHEREAS, the County, through its Board of Commissioners, and NaphCare, Inc. have approved multiple renewals of, and amendments to, the Contract since the original November 15, 2017, approval; and

WHEREAS, pursuant to Article 29 (Assignability) of the Contract, NaphCare, Inc. is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, NaphCare, Inc. and NaphCare of Fulton County, LLC have requested that the County consent to this assignment of the Contract from NaphCare, Inc. to NaphCare of Fulton County, LLC and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, NaphCare, Inc. will assign to NaphCare of Fulton County, LLC all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on November 15, 2017, as amended, between Fulton County and NaphCare, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract; and

WHEREAS, this Agreement contemplates the contemporaneous withdrawal of NaphCare, Inc.’s Notice of Termination of the Contract, as well as a further amendment of the Contract; and

WHEREAS, upon the assignment, as approved by the Parties, NaphCare of Fulton County, LLC will assume the duties, obligations, responsibilities, rights and remedies of NaphCare, Inc. under the Contract.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to NaphCare of Fulton County, LLC providing proof of formation/incorporation, certificate of insurance naming Fulton County on behalf of the Fulton County Sheriff's Office as an insured, and E-verify affidavit to the County, and subject to the terms, conditions and limitations set forth in the Contract, the County hereby:

(a) consents to the assignment of the Contract from NaphCare, Inc. to NaphCare of Fulton County, LLC, and confirms that:

(i) the Contract is, upon the date of execution of this Agreement, in full force and effect, and

(ii) upon the date of execution of this Agreement, there is no breach or default under the Contract that is attributable to NaphCare, Inc., and

(iii) no additional consents are required in connection with the assignment of the Contract in connection with this transaction, and

(iv) NaphCare, Inc.'s Notice of Termination of the Contract is withdrawn; and

(b) agrees that NaphCare, Inc., to the extent NaphCare, Inc. is not in default of the terms, conditions and obligations of the Contract at the time of execution of this Agreement, is released from any further obligation under the Contract, and

(c) agrees to consent to the assignment and assumption of the Contract in its entirety to NaphCare of Fulton County, LLC, effective July 1, 2023.

2. Acceptance and Assumption. **NaphCare of Fulton County, LLC**, subject to the terms, conditions and limitations set forth in Contract and all amendments, and execution of all documents required by the County, hereby irrevocably agrees to and accepts the assignment and assumption of the Contract.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon **NaphCare of Fulton County, LLC**, and any future assignment of the Contract must abide by the conditions set forth in Article 29 (Assignability) of the Contract.

4. Governing Law. This assignment and assumption of the Contract and any dispute arising under this Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. Conflicts. The parties agree that the sole purpose of this Agreement is to evidence the assignment and the assumption of the Contract. This Agreement shall not be interpreted or otherwise construed, to, and does not, alter, increase, or diminish in any respects the Parties' rights, obligations and liabilities set forth in the Contract. This Agreement is made without any representation or warranty, express or implied, by any party. In the event of any conflict between the terms and conditions of this Agreement and the Contract, the terms and conditions of the Contract shall govern.

6. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each of the Parties. All waivers of rights under this Agreement shall be in writing, and no waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect.

8. Further Assurances. Each party hereby agrees to take any and all additional actions and to execute, acknowledge, and deliver any and all documents, in each case which each party may reasonably request in order to carry out the provisions and purposes of this Agreement.

9. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than to the parties and their respective successors and permitted assigns.

10. Notices. The provisions of Article 34 of the Contract shall apply to this Agreement.

11. Execution. Each party has caused this acknowledgement to be executed by its authorized representative.

[Continued on Following Page]

So agreed, this 14th day of June 2023.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Commission Chair
Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier, Clerk to the Commission



APPROVED AS TO FORM:

DocuSigned by:

Y. Soo Jo

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Patrick Pat Labat

Patrick Pat Labat
Fulton County Sheriff

ASSIGNOR CONTRACTOR:

NaphCare, Inc.

DocuSigned by:

Bradford T. McLane

Bradford T. McLane
Chief Executive Officer

ATTEST:

DocuSigned by:

Bradley J. Cain

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ASSIGNEE CONTRACTOR:

NaphCare of Fulton County, LLC

DocuSigned by:

Bradford T. McLane

Bradford T. McLane
Chief Executive Officer

ATTEST:

DocuSigned by:

Bradley J. Cain

Secretary/
Assistant Secretary

(Affix Corporate Seal)



| | |
|---------------------------------------|---|
| ITEM#: _____ RCS: _____ | ITEM#: 2023-0381 RM: 6/7/2023 |
| RECESS MEETING | REGULAR MEETING |

E-VERIFY AFFIDAVIT

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

3562605-SB (GA Dept of Revenue)
Business License Account No.

- (A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) x On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

NaphCare of Fulton County LLC
Name of Private Employer

2164837
Federal Work Authorization User Identification Number
(Also called E-verify#, usually 4-7 digits)

June 1, 2023
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

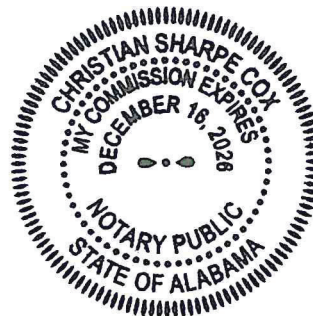
Executed on June, 2, 2023 in Birmingham (city), AL (state).

[Signature]
Signature of Authorized Officer or Agent

Connie Young, Chief Financial Officer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF June, 2023.

Christian Sharpe Cox
NOTARY PUBLIC
My Commission Expires: 12/16/2026



¹To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

| | | | |
|---------------------------|---|--|--------------------------|
| Business Name: | NaphCare of Fulton County, LLC | Control Number: | 23109194 |
| Business Type: | Domestic Limited Liability Company | Business Status: | Active/Compliance |
| NAICS Code: | Any legal purpose | NAICS Sub Code: | |
| Principal Office Address: | 2090 Columbiana Road, Ste 4000, Birmingham, AL, 35216, USA | Date of Formation / Registration Date: | 5/12/2023 |
| State of Formation: | Georgia | Last Annual Registration Year: | NONE |

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporation Service Company**
 Physical Address: **2 Sun Court, Ste 400, Peachtree Corners, GA, 30092, USA**
 County: **Gwinnett**

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[Name History](#)

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STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

NaphCare of Fulton County, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/12/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/17/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/12/2023 1:38:18 PM

BUSINESS INFORMATION

CONTROL NUMBER 23109194
BUSINESS NAME NaphCare of Fulton County, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/12/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 2090 Columbiana Road, Ste 4000, Birmingham, AL, 35216, USA

REGISTERED AGENT

| NAME | ADDRESS | COUNTY |
|-----------------------------|---|---------------|
| Corporation Service Company | 2 Sun Court, Ste 400, Peachtree Corners, GA, 30092, USA | Gwinnett |

ORGANIZER(S)

| NAME | TITLE | ADDRESS |
|----------------|--------------|--|
| NaphCare, Inc. | ORGANIZER | 2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA |

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE NaphCare, Inc. by Bradley J. Cain
AUTHORIZER TITLE Organizer



Fulton County

Legislation Details

File #: 23-0382 **Version:** 1 **Name:**

Type: CM Action Item - Justice and Safety **Status:** Agenda Ready

File created: 6/1/2023 **In control:** Board of Commissioners

On agenda: 6/7/2023 **Final action:**

Title: Request approval to accept the assignment and assumption of the contract - Sheriff's Office, pursuant to Article 29 (Assignability) of the Contract, the County consents to the assignment of Contract 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. to NaphCare of Fulton County, LLC and authorizing the Department of Purchasing & Contract Compliance to reflect the name change. Effective upon BOC approval.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1: Consent of Assignment and Assumption Agreement, 2. NaphCare of Fulton County LLC - part 2, 3. NaphCare of Fulton County LLC - SOS Corporation Information, 4. revision-Exhibit 1: Consent of Assignment and Assumption Agreement

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|