

AMENDMENT NO. 5 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, the County and NaphCare, Inc., entered into Amendment No. 3, effective July 1, 2023, which amended the Scope of Work 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 and the County through its Board of Commissioners, agreed to, the assignment of the Agreement to and assumption of the Agreement by NaphCare of Fulton County, LLC; and

WHEREAS, the County and NaphCare of Fulton County, LLC entered into Amendment No. 4, effective July 31, 2023, which amended the Scope of Work to revise the Agreement with changes to base compensation, staffing, and Information Technology (IT) costs to facilitate the

reopening of the South Annex and added additional security personnel at the Atlanta City Detention Center (ACDC); and

WHEREAS, the County and NaphCare of Fulton County, LLC have met and conferred pursuant to Article 4, Section 4.11 of the Agreement, as amended, and wish to adjust staffing and base compensation to meet patient care needs at the Fulton County Jail; and

WHEREAS, Article 7 of the Agreement provides for amendments or modifications to be in writing and conform to the requirements of Fulton County Purchasing Code §102-420; and

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 amend the Agreement as follows:

- I. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 1, 2025, additional compensation for Service Provider to modify its staffing levels.
- II. Schedule 1, Staffing Levels, set forth in Amendment No. 4 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.
- III. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following language:

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 two thousand seven hundred (2,700) 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"), the South Annex, and Alpharetta jails. If the ADP either exceeds two thousand nine hundred (2,900) or is below two thousand five hundred (2,500) 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, notwithstanding, any such modification(s) or obligations to make payments to the agreement shall not become effective or binding unless approved by the Board of Commissioners and shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

This Amendment is effective July 1, 2025.

Except as modified herein, all other terms and conditions set forth within the Agreement and any Amendment thereto, unless otherwise modified accordingly, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

OWNER:
FULTON COUNTY, GEORGIA

SERVICE PROVIDER:
NAPHCARE OF FULTON COUNTY, LLC

Robert L. Pitts, Chairman
Board of Commissioners

Bradford T. McLane
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrick Labat, Sheriff
Fulton County Sheriff's Office

**EXHIBIT E
COMPENSATION**

NaphCare Amended Pricing		Monthly	
Year 8	1/1/2025 - 6/30/2025	Seventh Renewal Term	\$ 2,928,621.43
Amended Seventh Renewal Term Pricing (Effective 7/1/2025)		Addition of 23.8 FTEs	\$ 255,754.38
		Reduction of 9.5 FTEs	\$ (71,657.32)
		RN/LPN Swap	\$ 32,245.43
		ADP Reduction	\$ (58,333.33)
Amended Seventh Renewal Term 7/1/2025 - 12/31/2025 Total			\$ 3,086,630.59

*** 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 Amended Pricing			Annual (Partial)	Monthly
Amended Year 8	1/1/2025 - 6/30/2025	Seventh Renewal Term	\$ 17,571,728.58	\$ 2,928,621.43
Amended Year 8	7/1/2025 - 12/31/2025	Seventh Renewal Term	\$ 18,519,783.54	\$ 3,086,630.59
Amended Year 9	1/1/2026 - 12/31/2026	Eighth Renewal Term	\$ 38,521,149.72	\$ 3,210,095.81
Amended Year 10	1/1/2027 - 12/31/2027	Ninth Renewal Term	\$ 40,061,995.68	\$ 3,338,499.64

SCHEDULE 1—STAFFING LEVELS

Fulton County, GA NaphCare of Fulton County, LLC Staffing			
Positions	Amendment No. 4	Amended	Amendment No. 5 Total
Administrative Assistant	4.000	0.000	4.000
Associate H.S.A	2.000	0.000	2.000
Associate Mental Health Director	2.000	0.000	2.000
Certified Nursing Assistant	0.000	4.200	4.200
Compliance Coordinator	0.000	1.000	1.000
Dental Assistant	2.200	0.000	2.200
Dentist	2.200	0.000	2.200
Director of Nursing	1.000	0.000	1.000
Health Services Administrator	1.000	0.000	1.000
Infectious Disease Physician	0.200	0.000	0.200
Licensed Practical Nurse	53.400	-3.100	50.300
Medical Assistant	19.900	-4.200	15.700
Medical Director	1.000	0.000	1.000
Medical Records Clerk - Site	3.000	0.000	3.000
Medical Discharge Pl	0.000	1.000	1.000
Mental Health Clinician (MHSU)	3.000	0.400	3.400
Mental Health Discharge (MHSU)	1.000	1.000	2.000
Mental Health Director	1.000	0.000	1.000
Mental Health Professional	15.600	0.800	16.400
Nurse Practitioner	18.050	0.000	18.050
OBGYN - MD	0.200	0.000	0.200
Paramedic	4.200	-4.200	0.000
Paramedic Educator	1.000	-1.000	0.000
Pharmacy Technician	2.000	1.000	3.000
Psych Nurse Practitioner	4.000	2.200	6.200
Psychiatrist	1.000	0.000	1.000
Reentry Coordinator	1.000	0.000	1.000
Registered Nurse	30.300	13.200	43.500
RN Supervisor	6.300	0.000	6.300
Staff Physician	2.000	0.000	2.000
STATCare NP	0.000	1.000	1.000
Sub. Abuse Discharge	0.000	1.000	1.000
GRAND TOTAL	182.550	14.300	196.850