



July 26, 2023

VIA EMAIL

Sheriff Patrick Labat ([Pat.Labat@fultoncountyga.gov](mailto:Pat.Labat@fultoncountyga.gov))  
Fulton County Sheriff's Office  
185 Central Ave SW  
Atlanta, GA 30303

Re: Contract for Inmate Medical Services between Fulton County and NaphCare of Fulton County, LLC

Dear Sheriff Labat:

Please find enclosed the proposed contract amendment for the above-referenced contract. The amendment encompasses both the transition to the South Annex and the addition of 1.0 FTE medical escort officer time to support court-mandated mental health programming for female inmate patients at the Atlanta City Detention Center (ACDC). For simplicity and to facilitate easier implementation, we request that both items are addressed in a single contract amendment.

The amended pricing for the transition to the South Annex and additional medical escort officer time is as follows:

NaphCare Amended Pricing			Annual (Partial)	Monthly
Amended Year 6	7/1/2023 - 7/31/2023	Fifth Renewal Term	\$ 2,507,609.44	\$2,507,609.44
	7/31/2023	South Annex		\$ 181,315.70
	7/31/2023	NaphCare Security for the ACDC		\$ 18,750.00
	8/1/2023 - 12/31/2023	Fifth Renewal Term	\$13,538,375.69	\$2,707,675.14

We appreciate your attention to this matter. Should you require further information or have additional questions, please do not hesitate to contact me at (205) 536-8532 or via email at [brad.mclane@naphcare.com](mailto:brad.mclane@naphcare.com).

Sincerely,

Bradford T. McLane  
Chief Executive Officer

Enclosure

cc: Ms. Amelia Joiner ([Amelia.Joiner@fultoncountyga.gov](mailto:Amelia.Joiner@fultoncountyga.gov))  
Mr. Richard "Dick" Anderson ([Dick.Anderson@fultoncountyga.gov](mailto:Dick.Anderson@fultoncountyga.gov))  
Mr. Alton L. Adams ([Alton.Adams@fultoncountyga.gov](mailto:Alton.Adams@fultoncountyga.gov))

## AMENDMENT NO. 4 TO FORM OF CONTRACT

This AMENDMENT No. 4 is made and entered into effective the 31<sup>st</sup> day of July, 2023, by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "County") and NaphCare of Fulton County, LLC.

### WITNESSETH

**WHEREAS**, the County and NaphCare of Fulton County, LLC, (hereinafter referred to as "Service Provider") entered into Amendment No. 3, effective July 1, 2023, which amended contract 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

**WHEREAS**, the County and Service Provider have met and conferred pursuant to Article 4, Section 4.11 of the Agreement, as amended, and wish to adjust base compensation, staffing, and information technology (IT) installation costs to facilitate the reopening of the South Annex, as well as provide additional security personnel at the Atlanta City Detention Center; 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 and the Service Provider agree to amend the Agreement as follows:

I. 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 any new facility open, Service Provider will bear no responsibility for care to inmates housed at the new facility. Should County desire services of Service Provider at any new facility, 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.

II. 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 nine and four-tenths (9.4) 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.

- III. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 31, 2023, additional compensation for Service Provider to add staff and deploy IT infrastructure to support the reopening of the South Annex.

IV. 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"), Alpharetta jail, and South Annex. 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.

V. Schedule 1, Staffing Levels, set forth in Amendment No. 3 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.

This Amendment is effective July 31, 2023.

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**

<b>NaphCare Amended Pricing</b>			<b>Monthly</b>
Year 6	1/1/2023 – 6/30/2023	Fifth Renewal Term	\$ 2,225,496.33
Year 6	1/1/2023 – 6/30/2023	MHSU	\$ 36,679.81
Year 6	1/1/2023 – 6/30/2023	Contract Total	\$ 2,262,176.14
Amendment No. 3 Pricing (effective 7/1/23)	6% COLA/ Revised ADP (3,300)		\$ 181,821.45
	HIV Medication (Pass Through)		\$ (300,000.00)
	Staffing Compensation (Hardship)		\$ 146,416.67
	Amended Staffing (4.6 FTEs)		\$ 58,333.33
	NaphCare Security Force (8.4 FTEs)		\$ 156,666.67
	6% COLA - MHSU		\$ 2,195.19
Amendment No. 4 Pricing (effective 7/31/23)	South Annex		\$ 181,315.70
	NaphCare Security Force (1.0 FTE for the ACDC)		\$ 18,750.00
<b>Total</b>			<b>\$ 2,707,675.14</b>
<b>IT Equipment Refresh - One Time Expense - Amendment No. 3</b>			<b>\$ 440,000.00</b>
<b>Estimated Annual Medication Pass Through Costs*</b>			<b>\$ 5,224,704.00</b>
<b>Estimated Annual Medication Shipment Pass Through Costs*</b>			<b>\$ 261,235.20</b>

**\* 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.**

<b>NaphCare Amended Pricing</b>			<b>Annual (Partial)</b>	<b>Monthly</b>
Amended Year 6	7/1/2023 - 7/31/2023	Fifth Renewal Term	\$ 2,507,609.44	\$ 2,507,609.44
Amended Year 6	8/1/2023 - 12/31/2023	Fifth Renewal Term	\$ 13,538,375.69	\$ 2,707,675.14
Amended Year 7	1/1/2024 – 12/31/2024	Sixth Renewal Term	\$ 33,791,785.73	\$ 2,815,982.14
Amended Year 8	1/1/2025 – 12/31/2025	Seventh Renewal Term	\$ 35,143,457.16	\$ 2,928,621.43
Amended Year 9	1/1/2026 – 12/31/2026	Eighth Renewal Term	\$ 36,549,195.45	\$ 3,045,766.29
Amended Year 10	1/1/2027 – 12/31/2027	Ninth Renewal Term	\$ 38,011,163.26	\$ 3,167,596.94

**SCHEDULE 1—STAFFING LEVELS**

<b>Fulton County, GA NaphCare Staffing</b>				
<b>Positions</b>	<b>Current</b>	<b>South Annex</b>	<b>Additional Security</b>	<b>Total</b>
Administrative Assistant	3.000	1.000		4.000
Associate HSA	2.000	Will Cover Part-Time		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	2.100		19.900
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	14.200	1.400		15.600
Nurse Practitioner	16.250	0.800		17.050
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	4.000			4.000
Psychiatrist	1.000			1.000
Reentry Coordinator	1.000			1.000
Registered Nurse	21.900	8.400		30.300
RN Supervisor	4.200	2.100		6.300
Staff Physician	1.000			1.000
Escort Officers	8.400		1.000	9.400
<b>Grand Total</b>	<b>175.150</b>	<b>15.800</b>	<b>1.000</b>	<b>191.950</b>