

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **NaphCare, Inc.**

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

Address: **2090 Columbiana Road, Suite 4000**
City, State **Birmingham, AL 35216**

Telephone: **205-536-8400**

E-mail: **jim@naphcare.com**

Contact: **James S. McLane**
Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with NaphCare, Inc. ("Service Provider") to provide Inmate Medical Services for the Sheriff's Office, effective January 1, 2018; and

WHEREAS, the County and Service Provider desire to amend the existing contract; to exercise renewal terms; and, to provide for additional renewal terms; and

WHEREAS, the County and Service Provider desire to adjust compensation for the renewal terms and outline financial responsibility for HIV/AIDS medications; and

WHEREAS, the Service Provider has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on December 19, 2018, BOC Item #18-1006.

NOW, THEREFORE, the County and the Service Provider agree to amend the Agreement as follows:

This Amendment No. 1 to Form of Contract is effective as of the 1st day of January, 2019, between the County and NaphCare, Inc. ("Service Provider"), who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. MODIFICATIONS TO THE AGREEMENT: Listed below are the modifications to the Agreement.

I. Article 4, Scope of Work, Section 4.15, shall be modified as follows:

4.15 Service Provider shall undertake and maintain the Fulton County Sheriff's Office accreditation from the National Commission on Correctional Health Care ("NCCHC") and provide care in accordance with the American Medical Association ("AMA"), to the extent such certification procedures exist during the terms of this Agreement. Service Provider shall provide to the Sheriff any documentation of licensure and accreditation for the FCJ facilities and any other hospitals, clinics, or other facilities utilized by the Service Provider. Service Provider shall undertake any and all actions necessary to achieve NCCHC accreditation by no later than December, 2020, and to maintain NCCHC accreditation, within the scope of this Agreement.

II. Article 9, Multi-Year Contract Term, Section 9.1(b) Renewal Terms, shall be modified as follows, which provides for five (5) additional one-year terms:

(b) Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation on the part of either party on or before the final date of the January 1, 2018 Commencement Term, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for nine (9) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the 31st day of December, 2020. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Fifth Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Sixth Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Seventh Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December 31, 2025. If approved by the County Board of Commissioners, the Eighth Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st

day of December 31, 2026. If approved by the County Board of Commissioners, the Ninth and Final Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December 31, 2027.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on either party.

Following the Ninth and Final renewal between the parties, any contract extensions thereafter, to include cost and terms, shall be negotiated by the Sheriff's Office, County and Service Provider and agreed upon by all parties. No contract extension shall become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

III. Article 10, Compensation and Exhibit E referenced therein, shall be deleted in their entirety and replaced with the following and Exhibit E attached hereto:

Compensation for work performed by Service Provider on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

COSTS:

All Services at the FCJ Facilities as set forth herein.

Services to be provided by a minimum of 158.15 Full-Time Employees ("FTEs"). Contract amounts include cost adjustment increases per year for the services and cost per year are not to exceed the annual costs listed below:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	1/1/2018 -12/31/2018	Initial Term	\$20,730,349.08
Per Year 2	1/1/2019 – 12/31/2019	First Renewal Term	\$22,828,363.04
Per Year 3	1/1/2020 – 12/31/2020	Second Renewal Term	\$23,741,497.56
Per Year 4	1/1/2021 – 12/31/2021	Third Renewal Term	\$24,691,157.46
Per Year 5	1/1/2022 – 12/31/2022	Fourth Renewal Term	\$25,678,803.76
Per Year 6	1/1/2023 – 12/31/2023	Fifth Renewal Term	\$26,705,955.91
Per Year 7	1/1/2024 – 12/31/2024	Sixth Renewal Term	\$27,774,194.15
Per Year 8	1/1/2025 – 12/31/2025	Seventh Renewal Term	\$28,885,161.92
Per Year 9	1/1/2026 – 12/31/2026	Eighth Renewal Term	\$30,040,568.39
Per Year 10	1/1/2027 – 12/31/2027	Ninth Renewal Term	\$31,242,191.13

These prices shall be applicable in the event that the County exercises its right to renew this Agreement for the additional terms as set forth above.

IV. Article 49, Governance, shall be added to the contract and shall read as follows:

The Service Provider and the County, to include representatives from the Finance Department, the County Manager's Office, the Legal Department, the Purchasing Department, and the Sheriff's Office, shall meet on a monthly basis to review performance; assess whether the contract terms are being met and the Service Provider is achieving the desired outcomes; review healthcare service delivery to the inmates during the previous month; and discuss what milestones the Service Provider and the Sheriff's Office have achieved as they work collaboratively to meet the prescribed NCCHC accreditation deadline.

V. The prior Article 49, Transition Period, shall become Article 50 but the language of the article shall remain the same.

VI. The prior Article 50, No Waiver of Privileges and Immunities, shall become Article 51 but the language of the article shall remain the same.

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

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 January 1, 2019, the Service Provider's financial responsibility for HIV/AIDS medications shall be subject to the following limitations:

Should the HIV/AIDS population exceed 54,750 Inmate/patient medication days (150 Inmates x 365 days = 54,750 Inmate/patient medication days) on an annual basis, Service Provider may invoice the County \$75.75 for each Inmate/patient medication day that exceeds the stated threshold. Service Provider is financially responsible for any costs below the stated threshold.

The Sheriff/County will make good faith efforts to work with the Service Provider to secure 340(b) pricing for any necessary HIV/AIDS medications from Grady Hospital.

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 the County. 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 County 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 the County for the medications at cost.

Beginning January 1, 2019, Service Provider shall 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.

VIII. Exhibit C, Scope of Work, Section G, Item 11. Urgent/Emergency Services, shall be modified as follows

11. Most Urgent/Emergency services are identified by custody staff in a housing area or work assignment. Medical staff is obligated to perform an assessment as rapidly as possible. When a detainee verbally notifies an officer of a perceived urgent problem, the officer is to immediately contact medical staff. This contact should begin the documentation in the urgent/emergent services logbook.

The date and time of the contact must be documented along with the patient's name as well as the presenting complaint. Finally, the location of the assessment and the disposition must also be recorded. When a patient is sent offsite, the time that EMS was called along with the time of arrival of the EMS staff must also be documented. All patients sent offsite must return with at a minimum an emergency room report. The inmate's medical treatment will be documented in Epic (Grady's electronic medical record system) the treatment provided will be retrieved and reviewed by the Service Provider's physician.

IX. Exhibit C, Scope of Work, Section E Program Support Services Requirements, Section 5(c), Intake Screening Requirements shall be modified as follows to add the following paragraph to the existing language:

The Service Provider shall implement use of a Pre Trial Mental Health Assessment for treatment, diversion, or continuity of care purposes sufficient to meet the recommendations of the Fulton County Mental Health Task Force. This assessment shall replace the current general mental health screening protocol in use.

X. Exhibit C, Scope of Work, Section I Pharmacy Requirements, Item 7, shall be modified as follows

7. The Service Provider's pharmacist or Medical Director must participate in quality management activities, especially those involving formulary or drug utilization review activities and be compatible with outcome measures and indicators described in continuous quality improvement programs including the listing of the ten most frequently prescribed drugs and the ten most expensive drugs

prescribed within the institution.

XI. Exhibit C, Scope of Work, Section J Discharge Planning, paragraph 3, shall be modified as follows

Upon the release of an inmate, a four day supply of medications will be provided, unless a court ordered amount is further specified. The Service Provider shall notify the FCSO of any court ordered amounts dispensed. The Service Provider can also provide a prescription for a 30 day supply of the inmate's medications, if requested.

2. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract 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

Robert L. Pitts

Robert L. Pitts
Chairman

ATTEST:

Jesse A. Harris

Jesse A. Harris
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Patricia Perkins Hall

Office of the County Attorney

APPROVED AS TO CONTENT:

Theodore Jackson

Theodore Jackson, Sheriff
Sheriff's Office

SERVICE PROVIDER:

NAPHCARE, INC.

James S. McLane

James S. McLane
Chief Executive Officer

ATTEST:

C. Young

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Christian Sharpe

Notary Public

County: Jefferson

Commission Expires: My Commission Expires: December 16, 2022

(Affix Notary Seal)



ITEM#: _____	RCS: _____	ITEM#: <u>18-1006</u>	RM: <u>12/19/18</u>
RECESS MEETING		REGULAR MEETING	