

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF CONTRACT (#17RFP07012016B-BR)**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT (#17RFP07012016B-BR) (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 _____ day of June, 2023.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Commission Chair
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

Sheriff Patrick Labat
Fulton County Sheriff

ASSIGNOR CONTRACTOR:

NaphCare, Inc.

Bradford T. McLane
Chief Executive Officer

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ASSIGNEE CONTRACTOR:

NaphCare of Fulton County, LLC

Bradford T. McLane
Chief Executive Officer

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

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



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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