

**AMENDMENT TO CONTRACT BETWEEN
NEWTON COUNTY, GEORGIA AND NAPHCARE, INC.**

This Agreement effective December 4, 2018, is an Amendment to the Contract by and between Newton County, Georgia (hereinafter referred to as "County") and NaphCare, Inc. (hereinafter referred to as "NaphCare") previously entered into on July 1, 2014 (hereinafter referred to as the "Contract").

WHEREAS, the parties wish to amend certain provisions of the Contract;

NOW THEREFORE, pursuant to Section 11.5 of the Contract, the parties hereby agree to abide by the Contract, and to the following amendments:

I. The parties hereby agree to revise Article II, Section 2.1 of the Contract by incorporation of the amended NaphCare staffing matrix attached hereto as Exhibit A. Said additional personnel are necessary to assist with the daily health care needs of the inmate patient population within the Newton County Jail.

II. The parties hereby agree to revise Article II, Section 2.6 of the Contract by adding the following text:

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, NaphCare agrees that, during performance of this Agreement, NaphCare, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, NaphCare agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

II. The parties hereby agree to revise Article IX, Section 9.1 of the Contract by incorporation of the following amended compensation schedule in which the County shall pay NaphCare for its performance as follows:

As of the effective date, County shall provide payment to Contractor in monthly installments for its performance under the Contract an amount of \$170,894.13. Should the average daily population exceed 650 inmates, then additional compensation shall be paid to NaphCare at \$1.60 per inmate, per day. Said compensation referenced hereinabove is applicable for the Contract term ending on June 30, 2019.

III. The parties hereby agree to revise Article XI of the Contract by adding a new Section 11.9, containing the following text:

Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) NaphCare shall provide evidence on County-provided forms, attached hereto as Exhibits "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and NaphCare's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or
- (2) NaphCare provides evidence that it is not required to provide an affidavit because it is an individual (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or
- (3) In accordance with O.C.G.A. § 13-10-91(b)(5), if the contractor currently has no employees and does not intend to hire any employees for purposes of satisfying or completing the terms and conditions of this Agreement, the contractor shall provide a copy of its state issued driver's license or state issued identification card in lieu of providing an E-Verify affidavit.

NaphCare hereby verifies that it has executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to County, or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided County with the appropriate state issued identification as noted in sub-subsection (3) above. Further, NaphCare hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event NaphCare employs or contracts with any subcontractor(s) in connection with the covered contract, NaphCare agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C", which subcontractor affidavit shall become part of the NaphCare/subcontractor agreement; or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing as noted in sub-subsection (2) above; or, in the case of a sole proprietor subcontractor, a copy of subcontractor's state issued driver's license or state issued identification card as noted in sub-subsection (3) above. If a subcontractor affidavit is obtained,

NaphCare agrees to provide a completed copy of the above-required materials to County within five (5) business days of receipt from any subcontractor.

NaphCare and NaphCare's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. NaphCare agrees that the employee-number category designated below is applicable to NaphCare.

500 or more employees.
 100 or more employees.
 Fewer than 100 employees.


NaphCare hereby agrees that, in the event NaphCare employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, NaphCare will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

The parties hereby agree to revise the Contract by adding a new "Exhibit B" and a new "Exhibit C", corresponding to the exhibits of the same title on the following pages.

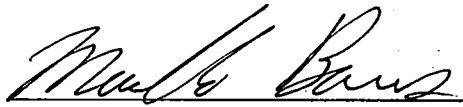
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

ATTEST:

Newton County, Georgia



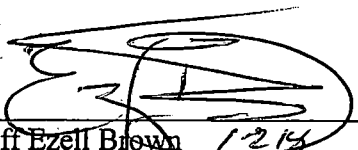
Jackie Smith
Newton County Clerk
Board of Commissioners, Newton County
1124 Clark Street
Covington, Georgia 300114




Marcello Banes, Chairman
Board of Commissioners, Newton County
1124 Clark Street
Covington, Georgia 300114

Newton County Sheriff's Office

NaphCare, Inc.



Sheriff Ezell Brown
15151 Alcovy Road
Covington, Georgia 30014



James S. McLane, Chief Executive Officer
2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216

**EXHIBIT A
AMENDED NAPHCARE STAFFING**

Newton County, GA NaphCare Staffing			
Position Title	Current Staffing	Additional Staffing	Total Staffing
Health Services Administrator (RN)	1.000		1.000
Administrative Assistant	1.000		1.000
Medical Director	0.050	0.050	0.100
NP/PA	1.000		1.000
Psychiatry (Psych NP)	0.080	0.320	0.400
Mental Health Professional	0.200	0.200	0.400
Dental	0.125		0.125
Dental Assistant		0.125	0.125
Registered Nurse	1.000		1.000
Licensed Practical Nurse	4.200		4.200
Medical Assistant		1.000	1.000
		Night Shift	
Licensed Practical Nurse	4.200	1.200	5.400
Total	12.855	2.895	15.750

EXHIBIT "B"

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

168624
Federal Work Authorization User
Identification Number

12/04/2008
Date of Authorization

NaphCare, Inc.
Name of Contractor

Health Services – Newton County Detention
Center
Name of Project

Newton County, Georgia
Name of Public Employer

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

Executed on November 15, 2018 in the State
of Alabama, City of Birmingham.

James S. McLane
Signature of Authorized Officer or Agent

James S. McLane
Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15th DAY OF NOVEMBER,
2018.

Christon Sharp Co
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
MY COMMISSION EXPIRES:
December 16, 2018

EXHIBIT "C"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with NaphCare, Inc. on behalf of Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Health Services – Newton County Detention
Center

Name of Project

Newton County, Georgia
Name of Public Employer

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

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
