

**SERVICES AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
CORRECT RX PHARMACY SERVICES, INC.
FIRSTAMENDMENT
Contract No. 46700-054-GDC0000930**

This First Amendment (“Amendment”) to the Original Agreement, entered into on the 1st day of April, 2021 (“Original Agreement”) is entered into as of this 1 st. day of April, 2021 by and between the Georgia Department of Corrections (“State Entity”) and Correct Rx Pharmacy Services, Inc. (“Contractor”), who is duly authorized by law to transact business in the State of Georgia.

WHEREAS, the purpose of this Amendment is to add provisions related to Hosting Services, Data Transfer, Office Space, Vaccination and Tests, Implementation expenses and Contract Extension.

NOW THEREFORE, in consideration of these premises and mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Agreement. The Original Agreement, including all Amendments, shall be referred to as the “Agreement.” Except as otherwise expressly set forth herein, the terms and conditions contained in the Agreement are unchanged. All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

2. Added Provisions. The following provision are hereby added to Contract No. 46700-054-GDC0000930 as follows:

Hosting Services: The Contractor shall provide hosting services, beginning no later than May 1, 2021, as described in Contractor’s response to the Department’s Supplemental Cost Proposal Request which is a part of the Contract Documentation, at page 394 -395. Correct Rx’s subcontractor Fusion shall provide hosting services utilizing Microsoft Azure Government Cloud Hosting Services utilizing Microsoft RD Web Services. All references to Fusion are provided solely to provide clarity to the party providing the service and shall not change any responsibilities of Correct Rx under the Agreement. The Parties agree that the attached document titled, CPOE Responsibility SLA RACI, shall be adhered to by the Parties and is incorporated into the Agreement as though fully set-forth therein.

The State Entity is amending the payment method for IT Systems. The State Entity will pay an additional fixed monthly fee of \$41,666.67, Forty-One Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents for IT Hosting services and support. This amount is in addition to the

base \$0.90 POPM for all other IT services outlined in the supplemental cost proposal. The monthly payments for the IT Hosting services and support will begin on May 1, 2021.

Data Transfer: Contractor shall receive all active pharmacy data from Georgia Correctional Healthcare (GCHC) as described in the attached Transfer of Pharmacy Data, which is attached hereto and incorporated herein and marked as Exhibit B. Said data is maintained by GCHC's contractor Eastern Business Solutions, Inc. (EBS). The Data is the property of the State Entity and shall be maintained on the State Entity's servers. The State Entity, Contractor and EBS shall execute the document to memorialize the transfer which shall serve as the authorization for EBS to place the data onto the State Entity's server. The State Entity shall provide the Contractor access to the server to retrieve the data.

Office Space: The State Entity shall provide the Contractor with adequate office space on an as needed basis. The State Entity shall provide basic office equipment to include a desk, desk chair, visitor chairs, file cabinet and access to a copier. The Contractor shall be responsible for all basic office supplies such as paper, pens, pencils and other customary office supplies. The Contractor shall provide all electronic office equipment including but not limited to, computers, fax machines and printers. The State Entity will be responsible for all utilities, insurance, network access and maintenance.

Pharmacy Vaccination and Tests:

- a. Contractor shall provide PPD (purified protein derivative) Tuberculosis Skin Testing annually for all offenders and staff; the HPV vaccine for offenders up to the age of 45; the 'Shingles' (herpes zoster) vaccine for offenders ages 50 and greater and the Pneumovax/Prevnar13 vaccine for those offenders age 65 and greater and those offenders that are deemed high risk ages 19-64.
- b. Contractor shall provide vaccine, other medication or pharmaceuticals as may be required to control the spread of disease in the event of any declared Georgia Department of Public Health infectious disease outbreak, emergency crisis or pandemic to include availability to both offenders and GDC Staff and Volunteers as may be applicable.

SECTION B(3) Duration of Contract – Contract Extension is hereby amended to include the following language: the State Entity may, with the written consent of Contractor, extend the contract up to nine (9) months following the expiration of the 9th renewal option to maximize the potential ten (10) year contract period.

SECTION I Bonds - is hereby amended to incorporate the following: The Parties have determined the estimated cost for medications and services for 4/1/2021 through 6/30/2021, the first fiscal year of the Agreement, to be \$2,868,728.00. The Parties agree this amount was determined by using the following figures:

- a. medications for 23 days - \$2,047,428 (estimate)

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- b. Implementation Fee - \$500,000 (fixed)
- c. Services 1 month - \$321,300 (fixed POPM costs multiplied by ADP of 42k)

The Parties agree that \$2,868,728.00 is the amount that will be used for the performance bond for the initial term.

Implementation Cost: Is hereby added as Section D(6). Compensation of the Agreement: The State Entity will reimburse Correct Rx for contract implementation cost in the amount of \$500,000.00 as defined in the Correct Rx supplemental cost proposal. This amount will cover cost related to the set-up of necessary IT hardware and software, personnel expenses, travel and staff training. This reimbursement will be divided into two equal payments in the amount of \$250,000.00 each. Payment 1 shall be invoiced following May 3, 2021 and Payment 2 shall be invoiced following June 6, 2021. The State Entity shall endeavor to pay approved invoices within 30 days of receipt; however, no interest shall accrue on past-due amounts.

3. Entire Amendment. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement may not be amended except by the mutual written agreement of the parties.

4. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one Agreement. No party shall be bound by this Amendment until each party has executed it.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed effective as of the date and year first written above.

**GEORGIA DEPARTMENT OF
CORRECTIONS:**

By: Jennifer Ammons
Jennifer Ammons
General Counsel

Date: 03/31/2021

**CORRECT RX PHARMACY
SERVICES, INC.**

By: Ellen H. Yankellow
Ellen H. Yankellow, PharmD
President and CEO

Date: March 31, 2021