

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

This Second Amendment ("Amendment") to the Original Agreement, entered into on the 1st day of April, 2021 ("Original Agreement") is entered into as of this 7th day of June, 2021 by and between the Georgia Department of Corrections ("Department") 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 extend the term of the Agreement; add provisions related to 340B Pharmaceutical Distribution; provide for hiring incentive for certain pharmaceutical staff; and provide for State Entity's issuance of cell phones to Contractor.

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. Term. The Term of the Agreement is amended to begin on June 7, 2021 and end at 11:59 p.m. on June 30, 2021.
3. Added Provisions. The following provision are hereby added to Contract No. 46700-054-GDC0000930 as follows:

340B Pharmaceutical Distribution: It is understood between the parties hereto that:

- a. Augusta University Medical Center shall diagnose and provide pharmaceuticals for HIV and Hepatitis C.
- b. The medications will be delivered to the Contractor's pharmacists at Augusta State Medical Prison (ASMP).
- c. The Contractor's pharmacists shall enter the information into the established tracking system and the Contractor shall be responsible for packaging and shipping the medicines to the State Entity's facilities via UPS.
- d. The Contractor shall bill the State Entity for the UPS shipping at

Contractor's cost with no additional upcharge.

e. The parties agree that the Contractor shall bill the State Entity at a monthly fixed rate of \$4,167.00 for salary and fringes for the additional staff member needed to perform these services. June 2021 rate will be prorated to \$2,917.00. The Contractor shall invoice the State Entity on the 1st day of the month and the State Entity shall reimburse the Contractor no later than thirty (30) days of receiving the invoice.

f. Hiring Incentives: The Parties agree that maintaining staff is an essential aspect of this Agreement. Therefore, the State Entity shall reimburse the Contractor in the amount of \$5,000.00, for Contractor's payment of hiring incentives for one (1) Pharmacists and two (2) Technicians being retained from the State Entity's previous vendor.

g. Cell Phones: The State Entity shall provide approved Contractor staff with state issued cell phones. The Contractor shall reimburse GDC for the actual charges based on the GTA invoice. GDC will provide a copy of the actual GTA invoice for the Contractors employees with the monthly invoice.

4. 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 Second 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: 06/07/2021

**CORRECT RX PHARMACY
SERVICES, INC.**

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

Date: 6/3/2021