

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

This Fourth Amendment (“Amendment”) to the Original Agreement, entered into on the 1st day of April, 2021 (“Original Agreement”) is entered into as of this 1st day of July, 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 establish bands for Average Daily Population (ADP), adjust the dates for the calculation of the Key Performance Indicators (KPI), and amend the amount of the performance bond.

**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. The KPI shall be determined between July 1, 2021 and June 30, 2022, and they shall apply to services delivered on or after July 1, 2022. The Parties agree that they shall collaborate on the determination of the service delivery priorities, and any changes shall be agreed upon in a separate Amendment.
3. The performance bond amount shall be based upon an anticipated cost of services of \$25 million per year and set at 25% of that amount.
4. The cost of services shall be based upon the ADP determined by the Department each month in its sole discretion and utilizing the ranges submitted by Contractor and set forth in Exhibit (4)(A).
5. 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.

6. 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: 07/15/2021

**CORRECT RX PHARMACY  
SERVICES, INC.**

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

Date: 7/15/2021

# Exhibit (4) (A)

Correct Rx Pharmacy Services, Inc.  
Georgia DC ADP Analysis  
June 2021

| Average Daily Population                | 47,500 to 49,999 |         |                        | 45,001 to 47,499 |         |                        | RFP RESPONSE |         |                        | 37,500 to 39,999 |         |                        | 35,000 to 37,499 |         |                        | 32,500 to 34,999 |         |                        |
|-----------------------------------------|------------------|---------|------------------------|------------------|---------|------------------------|--------------|---------|------------------------|------------------|---------|------------------------|------------------|---------|------------------------|------------------|---------|------------------------|
| Description                             | ADP              | Rate    | Total \$               | ADP              | Rate    | Total \$               | ADP          | Rate    | Total \$               | ADP              | Rate    | Total \$               | ADP              | Rate    | Total \$               | ADP              | Rate    | Total \$               |
| Sourcing/Purchasing of medications      | 48,750           | \$ -    | \$ -                   | 46,250           | \$ -    | \$ -                   | 42,000       | \$ -    | \$ -                   | 38,750           | \$ -    | \$ -                   | 36,250           | \$ -    | \$ -                   | 33,750           | \$ -    | \$ -                   |
| Delivery of Medications                 | 48,750           | \$ 0.25 | \$ 146,250.00          | 46,250           | \$ 0.26 | \$ 144,300.00          | 42,000       | \$ 0.27 | \$ 136,080.00          | 38,750           | \$ 0.30 | \$ 139,500.00          | 36,250           | \$ 0.32 | \$ 139,200.00          | 33,750           | \$ 0.34 | \$ 137,700.00          |
| Packaging and dispensing of medications | 48,750           | \$ 4.39 | \$ 2,568,150.00        | 46,250           | \$ 4.46 | \$ 2,475,300.00        | 42,000       | \$ 4.73 | \$ 2,383,920.00        | 38,750           | \$ 5.06 | \$ 2,352,900.00        | 36,250           | \$ 5.34 | \$ 2,322,900.00        | 33,750           | \$ 5.68 | \$ 2,300,400.00        |
| Pharmacy advisory services              | 48,750           | \$ 1.30 | \$ 760,500.00          | 46,250           | \$ 1.37 | \$ 760,350.00          | 42,000       | \$ 1.50 | \$ 756,000.00          | 38,750           | \$ 1.63 | \$ 757,950.00          | 36,250           | \$ 1.74 | \$ 756,900.00          | 33,750           | \$ 1.87 | \$ 757,350.00          |
| IT Systems                              | 48,750           | \$ 0.78 | \$ 456,300.00          | 46,250           | \$ 0.82 | \$ 455,100.00          | 42,000       | \$ 0.90 | \$ 453,600.00          | 38,750           | \$ 0.97 | \$ 451,050.00          | 36,250           | \$ 1.04 | \$ 452,400.00          | 33,750           | \$ 1.12 | \$ 453,600.00          |
| Amendment #1 hosting Services           |                  |         | \$ 500,000.04          |                  |         | \$ 500,000.04          |              |         | \$ 500,000.04          |                  |         | \$ 500,000.04          |                  |         | \$ 500,000.04          |                  |         | \$ 500,000.04          |
| <b>Total Services</b>                   |                  |         | <b>\$ 4,431,200.04</b> |                  |         | <b>\$ 4,335,050.04</b> |              |         | <b>\$ 4,229,600.04</b> |                  |         | <b>\$ 4,201,400.04</b> |                  |         | <b>\$ 4,171,400.04</b> |                  |         | <b>\$ 4,149,050.04</b> |