CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Department of Corrections
Contractor's Full Legal Name:	MHM Correctional Services, LLC
Contract No.:	ES-RFP-46700-415
Solicitation No./Event ID:	ES-RFP-46700-415
Solicitation Title/Event Name:	Mental Health (MH) / Integrated Treatment Services and Dental Health Services for Offenders
Contract Award Date:	July 01, 2019
Current Contract Term:	July 01, 2020 - June 30, 2021
Amendment No.:	5

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

WHEREAS, the Georgia Department of Corrections has a need to revise the mental health matrix by expanding Mental Health services at Wilcox and Long State Prison by adding a total of 4.70 FTE's to the existing staffing pattern (3.65 at Wilcox SP and 1.05 at Long SP) at a total annual cost of $109,546.59 or $36,515.53 per month.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Staffing Matrix, revised 01-08-2021 is amended to reflect the assignment of FTEs related to 1 Mental Health Unit Manager, 2 Mental Health Counselors, .40 Psychiatrist and .25 Psychologist at Wilcox State Prison and 1 Mental Health Counselor, .025 Psychiatrist, and .025 Psychologist at Long Unit.
2. Amendment 4 which was effective on or about July 1, 2020 labelled as follows Contract Section D. COMPENSATION. 1 Pricing and Payment (i) is hereby amended to as follows:

The following is hereby deleted.

The Contractor will be paid for Services provided pursuant to the Contract in accordance with the MHM Clarification Cost Proposal Workbook as incorporated into the State Entity Standard Contract Form and the terms of the Contract. The state will pay a flat monthly fee and the Prices shall include, but are not limited to Implementation cost, Personnel expenses, an operational expense per month, per facility. Beginning on July 1, 2020, the State shall pay a monthly fee of Three Million, One-Hundred Seventy One, Thousand, Forty Four Dollars and Fourteen Cents ($3,171,044.14) for MH and ITS, a not to exceed total of Thirty-Eight Million, Fifty-Two Thousand, Five Hundred, Twenty Nine Dollars and Sixty Eight Cents **$38,052,529.68.** This is a reduction in cost of Forty-Six Thousand, Seven Hundred Fifty-One Dollars and Thirty-Two Cents ($46,751.32) through a reallocation and reduction in vacant staff positions. (See Staffing Matrix)

The State shall pay a flat monthly fee of Seven Hundred and Sixty Thousand, Forty-One Dollars and Seventy-Seven Cents ($760,041.77) for Dental Health Services including Software and Support, a not to exceed total of Nine Million, One Hundred and Twenty Thousand, Five Hundred and One Dollars and Twenty-Four Cents **$9,120,501.24**. This is a reduction in cost of Five Hundred and Twenty-Five Thousand, Eight Hundred and Thirty-Three Dollars ($525,833) through a reallocation and reduction in the position count. (See Staffing Matrix)

The above deleted portion is hereby replaced as follows:

The Contractor will be paid for Services provided pursuant to the Contract in accordance with the MHM Clarification Cost Proposal Workbook as incorporated into the State Entity Standard Contract Form and the terms of the Contract. The state will pay a flat monthly fee and the Prices shall include, but are not limited to Implementation cost, Personnel expenses, an operational expense per month, per facility. Beginning on **April 1, 2021**, the State shall pay a monthly fee of Three Million, Two-Hundred and Seven Thousand, Five hundred Fifty-Nine Dollars and Sixty-Seven Cents ($3,207,559.67) for MH and ITS, a not to exceed total of Thirty-Eight Million, One Hundred and Sixty-Two Thousand, Seventy-Six Dollars and Twenty-Seven Cents **$38,162,076.27.** This is an increase in cost of One Hundred and Nine Thousand, Five Hundred Forty-Six Dollars and Fifty-Nine Cents ($109,546.59) through an expansion of mental health services. (See Staffing Matrix)

The State shall pay a flat monthly fee of Seven Hundred and Sixty Thousand, Forty-One Dollars and Seventy-Seven Cents ($760,041.77) for Dental Health Services including Software and Support, a not to exceed total of Nine Million, One-Hundred and Twenty Thousand, Five Hundred and One Dollars and Twenty-Four Cents **$9,120,501.24**. This is a reduction in cost of Five Hundred and Twenty-Five Thousand, Eight Hundred and Thirty-Three Dollars ($525,833) through a reallocation and reduction in the position count. (See Staffing Matrix)

Centurion Staffing Pattern - Revised 1.8.21

	PROVIDER				MENTAL HEALTH						DENTAL			
LOCATION	Psychiatrist	MH Nurse Practitioner	Dentist	**TOTAL MEDICAL**	Mental Health Manager	Psychologist	Mental Health Counselor	Activity Therapist	MH Clerk	**TOTAL MENTAL HEALTH**	Dental Hygienist	Dental Assistant	**TOTAL DENTAL**	**Total by Location**
ARRENDALE STATE PRISON (LASP)	2.50	-	2.00	**4.50**	1.00	2.50	17.25	2.00	2.00	**24.75**	0.50	2.00	**2.50**	**31.75**
ASMP	0.60	1.50	-	**2.10**	2.00	2.00	26.00	7.00	2.00	**39.00**			**-**	**41.10**
AUTRY STATE PRISON	1.00	-	0.50	**1.50**	1.00	0.75	6.00	-	3.00	**10.75**	0.50	1.00	**1.50**	**13.75**
BALDWIN STATE PRISON	1.00	0.75	1.00	**2.75**	1.00	1.50	10.00	2.00	2.00	**16.50**	0.50	1.00	**1.50**	**20.75**
BLECKLEY PDC (to Pulaski)	0.20	-	-	**0.20**	-	-	2.00	-	-	**2.00**	-	-	**-**	**2.20**
BURRUSS CTC (Share staff with CSP)	-	-	0.50	**0.50**	-	0.25	2.00	-	-	**2.25**	-	0.50	**0.50**	**3.25**
CALHOUN STATE PRISON (Share DH with Autry)	-	-	0.75	**0.75**	-	-	-	-	-	**-**	0.50	1.00	**1.50**	**2.25**
CENTRAL STATE PRISON	1.00	-	0.50	**1.50**	1.00	1.00	9.00	2.00	1.00	**14.00**	0.50	0.50	**1.00**	**16.50**
COASTAL STATE PRISON	1.00	-	1.00	**2.00**	1.00	0.50	4.00	1.00	1.00	**7.50**	1.00	1.00	**2.00**	**11.50**
DODGE (DH from Telfair)	-	-	1.00	**1.00**	-	-	-	-	-	**-**	0.50	1.00	**1.50**	**2.50**
DOOLY	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	1.00	1.00	**2.00**	**6.65**
EMANUEL PDC (to Rogers)	0.25	-	-	**0.25**	-	0.06	1.00	-	-	**1.06**	-	-	**-**	**1.31**
EMANUEL WOMENS FACILITY	0.50	-	-	**0.50**	-	0.25	3.00	-	-	**3.25**	-	0.50	**0.50**	**4.25**
GA DIAGNOSTIC CLASSIF PRISON	1.75	1.50	1.50	**4.75**	1.00	4.00	18.00	2.00	3.00	**28.00**	-	2.00	**2.00**	**34.75**
GEORGIA STATE PRISON	1.25	1.00	1.00	**3.25**	1.00	1.50	9.00	1.00	2.00	**14.50**	0.50	1.00	**1.50**	**19.25**
Hancock SP (DH split with Baldwin SP)	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	0.50	1.00	1.50	**6.15**
HAYS STATE PRISON	1.50	-	1.00	**2.50**	1.00	2.00	8.00	-	1.50	**12.50**	-	1.00	**1.00**	**16.00**
JOHNSON STATE PRISON (DH one day/week)	1.00	-	1.00	**2.00**	1.00	0.75	10.00	2.00	2.00	**15.75**		1.00	**1.00**	**18.75**
LEE STATE PRISON	-	-	0.50	**0.50**	-	-	-	-	-	**-**	-	-	**-**	**0.50**
Long SP	0.025			**0.025**		0.025	1.00			**1.025**	-	-	**-**	**1.05**
MACON STATE PRISON	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	1.00	1.00	2.00	**6.65**
Metro/Helms	0.25	-		**0.25**	-		2.00	-	-	**2.00**			**-**	**2.25**
Metro Re-Entry	0.25	-	1.80	**2.05**	-	0.50	1.00	-	-	**1.50**	0.80	0.80	**1.60**	**5.15**
Montgomery SP	-	-	0.50	**0.50**	-	-	-	-	-	**-**	0.25	0.50	**0.75**	**1.25**
PHILLIPS STATE PRISON	1.50	0.50	1.00	**3.00**	1.00	1.75	13.00	4.00	2.00	**21.75**	0.50	1.00	**1.50**	**26.25**
PULASKI STATE PRISON	1.25	-	1.00	**2.25**	1.00	1.50	9.00	1.00	1.50	**14.00**	1.00	1.00	**2.00**	**18.25**
ROGERS STATE PRISON	0.50	-	1.00	**1.50**	1.00	0.50	3.00	-	-	**4.50**	0.50	1.00	**1.50**	**7.50**
RUTLEDGE STATE PRISON	0.75	-	0.50	**1.25**	1.00	1.00	8.00	2.00	1.00	**13.00**	-	0.50	**0.50**	**14.75**
SMITH STATE PRISON	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	1.00	1.00	2.00	**6.65**
TELFAIR (DH part time with Montgomery)	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	1.00	1.00	2.00	**6.65**
VALDOSTA STATE PRISON	1.50	1.00	1.00	**3.50**	1.00	2.00	13.00	3.00	3.00	**22.00**	0.50	1.00	**1.50**	**27.00**
WARE (DH from VSP)	0.40	-	1.00	**1.40**	1.00		2.00	-	-	**3.00**	0.50	1.00	**1.50**	**5.90**
WASHINGTON STATE PRISON	-	-	1.00	**1.00**	-	-	-	-	-	**-**		1.00	**1.00**	**2.00**
WHITWORTH (to LASP)	0.40	-	-	**0.40**	1.00	0.40	3.00	-	1.00	**5.40**	-	-	**-**	**5.80**
WILCOX SP	0.40	-	1.00	**1.40**	1.00	0.25	2.00	-	-	**3.25**	1.00	1.00	**2.00**	**6.65**
Appling ITF	0.50	-	-	**0.50**	1.00	0.60	9.00	1.00	1.00	**12.60**	-	-	**-**	**13.10**
Bainbridge	-	-	-	**-**	-	-	1.00	-	-	**1.00**	-	-	**-**	**1.00**
Patten	-	-	-	**-**	-	-	1.00	-	-	**1.00**	-	-	**-**	**1.00**
West Central	0.50	-	-	**0.50**	1.00	0.60	7.00	1.00	1.00	**10.60**	-	-	**-**	**11.10**
Women's PDC	-	-	-	**-**	-	0.06	1.00	-	-	**1.06**	-	-	**-**	**1.06**
TOTAL	**23.78**	**6.25**	**27.05**	**57.08**	**26.00**	**27.50**	**211.25**	**31.00**	**30.00**	**325.75**	**14.05**	**27.30**	**41.35**	**424.17**

PROGRAM MANAGEMENT	
Program Manager	1.00
Assit PM	1.00
Special Projects	1.00
CQI Cordinator	1.00
CSU Cordinator	1.00
Staff Development	1.00
Telepsych Cord	1.00
Tele/IT specialist	1.00
Tele-Assistant	1.00
Admin Coordinator	1.00
Admin Assistant	1.00
Payroll Manager	1.00
Prom Consultant	1.00
ITF Supervisior	1.00
AT Supervisor	1.00
Receptionist	1.00
Tele-psychiatrist	3.00
Tele-psychology	1.00
Psychiatry Director	1.00
Clinical Director	1.00
TOTAL REGION OFFICE	**22.00**

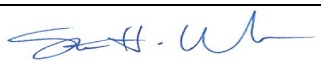
Total Staffing	**446.17**

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

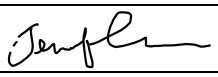
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	MHM Correctional Services, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven H. Wheeler President & Chief Executive Officer
Date:	5/13/2021
Company Address:	1593 Spring Hill Road #600, Vienna VA 22182

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jennifer Ammons General Counsel
Date:	06/22/2021
State Entity Address:	P.O. Box 1529, Forsyth GA 31029