



## CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of October 1, 2019.

| STATE OF GEORGIA CONTRACT             |                                                                                             |
|---------------------------------------|---------------------------------------------------------------------------------------------|
| <b>State Entity's Name:</b>           | Georgia Department of Corrections                                                           |
| <b>Contractor's Full Legal Name:</b>  | MHM Correctional Services, LLC                                                              |
| <b>Contract No.:</b>                  | ES-RFP-46700-415                                                                            |
| <b>Solicitation No./Event ID:</b>     | ES-RFP-46700-415                                                                            |
| <b>Solicitation Title/Event Name:</b> | Mental Health (MH) / Integrated Treatment Services and Dental Health Services for Offenders |
| <b>Contract Award Date:</b>           | July 01, 2019                                                                               |
| <b>Current Contract Term:</b>         | July 01, 2019 – June 30, 2020                                                               |
| <b>Amendment No.:</b>                 | 2                                                                                           |

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

WHEREAS, the Georgia Department of Corrections has a need to add additional Mental Health positions to service its offender population; and

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

1. Contract Section D.1 Pricing and Payment (i) is hereby amended by deleting the following:

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. For the initial terms, the state shall pay a monthly fee of Three Million, One Hundred Seventy-Four Thousand, Nine Hundred Forty Dollars (\$3,174,940.00) for the MH and ITS, a not to exceed total of Thirty-Eight Million, Ninety-Nine Thousand, Two Hundred Eighty-One Dollars (\$38,099,281.00).

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 October 1, 2019 and for the remainder of the initial term, the State shall pay a monthly fee of Three Million, Three-Hundred, Seventy-Thousand and Thirty-Two Dollars and Eighty-Two Cents (\$3,370,032.82) for MH and ITS, a not to exceed total of Thirty-Nine Million, Eight Hundred Fifty-Five Thousand, One Hundred Sixteen Dollars and Thirty-Eight Cents (\$39,855,116.38) to show an increase in cost of One Million, Seven Hundred Fifty-Five Thousand, Eight Hundred Thirty-Five Dollars and Thirty-Eight Cents (\$1,755,835.38) for additional staff positions.

The following provision of (i) is hereby deleted:

In no event shall the initial term maximum amount due to the Contractor under this Contract exceed Forty-Eight Million, Two Hundred Twenty Thousand, Eight Hundred Fifty-One Dollars (\$48,220,851.00) Unless clearly stated otherwise in a contract amendment all prices are firm and fixed and are not subject to variation.

The above deleted portion is hereby replaced as follows:

IN no event shall the initial term maximum amount due to the Contractor under this Contract exceed Forty-Nine Million, Nine Hundred Seventy-Six Thousand, Six Hundred Eighty-Six Dollars and Thirty-Eight Cents (\$49,976,686.38) Unless clearly stated otherwise in a contract amendment all prices are firm and fixed and are not subject to variation.

2. Attachment Y: Staffing Matrix Mental Health is hereby amended by adding the following positions at the identified locations:

|                           | Dooly | Hays | Rutledge | Metro TC | Smith | Telfair | Ware | Women's | FTE Total | Hourly   | Annual Cost/FTE | Total Annual Cost | Monthly Cost |
|---------------------------|-------|------|----------|----------|-------|---------|------|---------|-----------|----------|-----------------|-------------------|--------------|
| Psychiatrist              | 0.40  | 0.75 |          |          | 0.40  | 0.40    | 0.40 |         | 2.35      | \$134.13 | \$278,900.40    | \$655,627.44      | \$54,635.62  |
| MH Unit Mgr               | 1.00  |      | 1.00     |          | 1.00  | 1.00    | 1.00 |         | 5.00      | \$41.63  | \$86,590.40     | \$432,952.00      | \$36,079.33  |
| Clinical Dir/Psychologist | 0.50  | 1.00 |          |          | 0.50  | 0.50    | 0.50 |         | 3.00      | \$57.25  | \$119,080.00    | \$357,240.00      | \$29,770.00  |
| MH Counselor              | 3.00  | 2.00 |          | 1.00     | 1.00  | 1.00    | 2.00 | 3.00    | 13.00     | \$33.11  | \$68,868.80     | \$895,294.40      | \$74,607.87  |
|                           |       |      |          |          |       |         |      |         |           |          |                 | \$2,341,113.84    | \$195,092.82 |

Nine Month Impact    \$1,755,835.38    \$1,755,835.38

Total FY20 Contract    \$48,220,851

Plus Amended Position    \$1,755,835.38

\$49,976,686.38

3. **SEXUAL HARASSMENT PREVENTION.** The Contract is hereby amended to include the following provision(s) "Sexual Harassment Prevention"

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

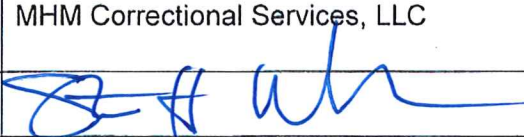
- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources->

[administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;](#)

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **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**

|                                                                 |                                                                                      |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:<br/>(PLEASE TYPE OR PRINT)</b> | MHM Correctional Services, LLC                                                       |
| <b>Authorized Signature:</b>                                    |  |
| <b>Printed Name and Title of Person<br/>Signing:</b>            | Steven H. Wheeler<br>President & Chief Executive Officer                             |
| <b>Date:</b>                                                    | 11/18/2019                                                                           |
| <b>Company Address:</b>                                         | 1593 Spring Hill Road #600, Vienna VA 22182                                          |

**STATE ENTITY**

|                                           |                                                                                    |
|-------------------------------------------|------------------------------------------------------------------------------------|
| Authorized Signature:                     |  |
| Printed Name and Title of Person Signing: | Jennifer Ammons<br>General Counsel                                                 |
| Date:                                     | 11/12/19                                                                           |
| State Entity Address:                     | P.O. Box 1529, Forsyth GA 31029                                                    |