

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT AUGUSTA, GEORGIA
(Effective January 1, 2023)**

This Second Amendment, effective January 1, 2023 (this “Amendment”), to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2019 and First Amendment to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2021 (the “Agreement”) is by and between Wellpath LLC (“Wellpath”) and Augusta, Georgia (“Augusta”).

WHEREAS, the Parties agree to renew the Agreement for a one year period, beginning January 1, 2023; and

WHEREAS, the Parties agree to a 4% increase to Non-Staffing Costs; and

WHEREAS, the Parties agree to a total Staffing Wage increase of \$315,325.00; and

WHEREAS, the Parties agree to an increased contract price of \$50,000 annually in exchange for the agreement that Wellpath reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days.

WHEREAS, in accordance with Section 11.16, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CCS agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ENACT RENEWAL OPTION IN SECTION 9.0 OF THE AGREEMENT.** The Parties wish to renew the agreement for one year beginning on January 1, 2023.
3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** This Agreement shall be amended by adding the following:

For the year January 1, 2023 to December 31, 2023, the base amount for the year will be \$6,450,512.00 annually, to be paid in equal monthly installments of \$537,542.67 and subject to any reconciliations as set forth below or in the Agreement dated June 1, 2019. Each monthly payment is to be paid by Augusta to Wellpath before or on the 1st day of the month of service.

4. **AMENDMENT TO ARTICLE VIII OF THE AGREEMENT.** This Agreement shall be amended by adding the following section:

- 8.3. **MONTHLY RECONCILIATION.** Wellpath shall reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days. This reconciliation shall occur monthly.
- 5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
- 6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
- 7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

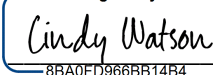
Augusta, Georgia

By: _____

Name: _____

Title: _____

Wellpath LLC

By:  _____
DocuSigned by:
8BA0FD966BB14B4...

Name: Cindy Watson

Title: President, Local Govt. Health