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AMENDMENT #2
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #2, to Health Services Agreement dated January 28, 2014, between Navarro County, Texas (hereinafter referred to as "County", and Southern Health Partners, Inc., d/b/a SHP Vista Health Management, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing February 17, 2014, is entered into as of this 28th day of September, 2026.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated January 28, 2014, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms:

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. County acknowledges that SHP will provide on-site nursing coverage averaging one hundred twelve (112) hours per week, according to a regular schedule of sixteen (16) hours daily. SHP shall also provide a Qualified Mental Health Professional (a psychiatric-RN, Social Worker or Licensed Professional Counselor) as a part of the staffing plan. Effective October 1, 2026, SHP shall increase the Qualified Mental Health Professional hours to a new average of thirty (30) hours per week and add a psychiatric provider for up to two (2) hours per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays.
- b. Other Absences. For all other staff absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, to the extent reasonably possible, or shall endeavor to make up any balance of unfilled time within the scheduled workweek or then-current pay period. In the event SHP is unable to provide replacement coverage or make up the balance of unfilled time, SHP shall negotiate a mutually agreeable remedy with County.
- c. Medication Passes. SHP staff shall prepare and pass medications to inmates when on-site. Jail staff shall pass medications to inmates in the absence of SHP staff on-site.
- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an

emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of Texas, and shall be available to SHP's nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Should SHP experience increased staffing requirements or an increase of ten percent (10%) or more in total compensation expenses payable to its employees or independent contractors providing services at the Jail, and such increases are beyond the reasonable control of SHP, SHP and County shall negotiate in good faith an updated staffing matrix and/or a corresponding increased amount of compensation for the remainder of the then-current contract period that takes into account the additional personnel and/or additional compensation expenses incurred by SHP. Should SHP and County be unable to agree on a revised staffing matrix and/or an increased amount of compensation within thirty (30) days of SHP notifying County in writing of the need to modify the staffing matrix and/or increase compensation, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

Section 3.1 is hereby amended by inserting a second and third paragraph containing the following new provisions:

Effective October 1, 2026, County has elected to implement an electronic medical records (EMR) system and acknowledges financial responsibility for all costs to integrate and facilitate use of the EMR system, including but not limited to, costs for the monthly license, maintenance and hosting fees, and all necessary equipment costs. SHP has incorporated the costs of the monthly license, maintenance and hosting fees, and all necessary equipment costs,

into SHP's base contract price, to be paid to SHP by County monthly, in accordance with the provisions of Section No. 7.1 of this Agreement. SHP shall have no financial responsibility for costs of the EMR system, except as specifically noted herein as to the incorporation of licensing, maintenance and hosting fees and equipment costs into the base contract price. The costs of the licensing and all necessary equipment costs for the EMR system shall be amortized over a period of thirty-six (36) months, beginning on the effective date specified herein in this Section No. 3.1. In the event this Agreement should terminate prior to the expiration of the thirty-six (36) month amortization term, County shall pay to SHP the unamortized amount of the licensing and equipment costs for the EMR system. After a period of thirty-six (36) months beginning on the effective date specified herein in this Section No. 3.1, provided the County has paid in full the EMR system purchase price to SHP, the amount of base contract compensation to SHP may be adjusted to account for the then-current costs to facilitate continued use of the system, including adjustments which may be needed to account for price changes in the hosting and maintenance fees the hosting company and/or EMR provider charge, as well as for any needed replacement equipment.

In the event this Agreement is terminated, whether by expiration, mutual agreement, or termination for cause or convenience, all responsibilities associated with the EMR system, including but not limited to, the maintenance, custody, and protection of patient data; compliance with all applicable privacy and security laws; and any cyber liability or related responsibilities, shall transfer in full back to the County effective as of the termination date. County acknowledges that after said transfer of access and records, SHP will have no further obligations with respect to the records. SHP shall reasonably cooperate with the County to ensure the secure transfer of access and records in a timely and compliant manner. Should there be any delay in the County's receipt of the transfer, the County agrees to reimburse SHP for any fees associated with SHP's hold on the data. Notwithstanding, SHP shall not keep any data hosting responsibilities for greater than thirty (30) days from the date of termination.

Section No. 4.3 is hereby inserted containing the following new provision:

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Jail Administrator. The County shall, upon notification by SHP, exercise every effort to bring officer staffing levels back up to standard within a reasonable period of time.

Section 6.1 is hereby amended and replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on February 17, 2014. The renewal period of this Agreement shall run from October 1, 2026, through September 30, 2027. This Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on October 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement. Notwithstanding any provision herein to the contrary, in the event SHP receives notice or communication from the County or Sheriff,

by and through its respective staff or personnel, either in writing or otherwise, of the County's intent to solicit bids for inmate health services, this Agreement shall automatically expire at the conclusion of the then-current period, except as may be mutually agreed to and acknowledged by express written agreement between the parties to extend or renew up through and including a specified period. In no event shall this Agreement continue for a period in excess of sixty (60) days following notice or communication by the County or Sheriff to SHP of the County's intent to solicit bids, except as may be mutually agreed to and acknowledged by express written agreement between the parties to continue services under this Agreement up through and including a specified period.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective October 1, 2026, County shall compensate SHP based on the twelve-month, annualized price of \$620,339.76 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month, annualized price of \$620,339.76 shall be in the amount of \$51,694.98 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 225. Effective October 1, 2026, if the average daily inmate population exceeds 225 inmates, the compensation payable to SHP by County shall be increased by a per diem rate of \$2.10 for each inmate over 225. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 225, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 230 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

NAVARRO COUNTY, TX

BY:

Billy W. [Signature]
County Judge

Date: 9/26/26

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, Chief Executive Officer

Date: _____