

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated April 29, 2025, between Brazoria County, Texas (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware Corporation, d/b/a SHP Vista Health Management, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this ____ day of _____, 2026.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated April 29, 2025, 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 1.5 is hereby amended and replaced in its entirety by the following:

1.5 Limitations On Costs - Cost Pool. Effective May 1, 2026, the cost pool accounting shall be adjusted to include an increased pool limit, as fully set forth herein in this Section No. 1.5. SHP's maximum liability for costs associated with emergency kits and restocking of emergency kit supplies, necessary license and permit fees, over-the-counter medications, medical supplies, medically-generated hazardous waste disposal, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (if any provided outside the Jail other than those dental services provided through County's separately-contracted dental provider), mental health services (if any provided outside the Jail other than those mental health services provided through County's separately-contracted mental health provider) and all medical care services rendered outside the Jail shall be limited by a pool established in the amount of \$1,200,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$1,200,000.00 in any year, SHP shall either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$1,200,000.00, or in the alternative, shall refer all additional qualifying invoices to County for payment directly to the provider of care. The date of service for any cost pool items shall be used to determine the calendar month in which the expenses are applied within the cost pool, unless otherwise advised by the County during reconciliation and/or cost pool billing purposes. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP shall allow a grace period of up to sixty (60) days from the date of

invoice, and shall thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount shall be prorated for any contract period of less or more than twelve months.

Effective May 1, 2026, if the costs of all care as described in this Section 1.5 are less than \$1,200,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$1,200,000.00 annual limit. County acknowledges that, at the end of each contract period, the cost pool billing will remain open for approximately sixty (60) days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be June 30 based on a contract period schedule ending on April 30 each year. SHP will continue to process cost pool payments applicable to the prior contract period through June 30 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the June 30 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the then-current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for emergency kits and restocking of emergency kit supplies, necessary license and permit fees, over-the-counter medications, medical supplies, medically-generated hazardous waste disposal, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (if any provided outside the Jail other than those dental services provided through County's separately-contracted dental provider), mental health services (if any provided outside the Jail other than those mental health services provided through County's separately-contracted mental health provider), hospitalizations and all other medical care services rendered outside the Jail.

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

7.1 Base Compensation. Effective May 1, 2026, the amount of base contract compensation payable to SHP by County shall adjust to the twelve-month annualized price of \$4,611,000.00, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$4,611,000.00 shall be in the amount of \$384,250.00 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered, or within thirty days of the SHP invoice date. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. Payment by County to SHP shall be made electronically through the Automated Clearing House, or should the County elect not to make electronic payments to SHP, County agrees to pay an additional two percent (2%) per month charge. 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.

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

BRAZORIA COUNTY, TEXAS

BY:

L.M. "Matt" Sebesta, Jr., County Judge

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.
d/b/a SHP VISTA HEALTH MANAGEMENT, INC.
BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____