

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated July 11, 2022, between Jack 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"), is entered into as of this ____ day of _____, 2023.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated July 11, 2022, 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, effective September 1, 2023, SHP shall provide an on-site staffing plan consisting of forty (40) hours per week, according to a regular schedule of eight (8) hours per weekday. 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. County acknowledges that SHP shall not provide medical staff 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 refund the County the cost of the unfilled staffing hours on the next month's base fee billing or shall otherwise negotiate a mutually agreeable remedy with County. County acknowledges that, any computation of unfilled hours due for refund to County shall be based on the total average of hours that comprise the regular weekly staffing plan and shall not be determined on a per shift or position basis.
- c. Medication Passes. SHP staff shall prepare all medications for Jail staff to pass to inmates.
- 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, independent contractors or staffing agencies 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 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective September 1, 2023, coinciding with an increase in the staffing plan, as more fully set forth in Section No. 2.1 of this Agreement, and an increase in the number of inmates covered by the base contract, as more fully set forth in Section No. 7.2 of this Agreement, the amount of base contract compensation payable to SHP by County shall

increase to the twelve-month annualized price of \$120,328.92, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$120,328.92 shall be in the amount of \$10,027.41.

Effective October 1, 2023, coinciding with an annual increase in the amount of compensation to SHP, as more fully set forth in Section No. 7.3 of this Agreement, the amount of base contract compensation payable to SHP by County shall increase to the twelve-month annualized price of \$122,603.76, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$122,603.76 shall be in the amount of \$10,216.98.

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, effective September 1, 2023, the annual base price is calculated based upon an average daily inmate population of up to 48. If the average daily inmate population exceeds 48 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 48. The average daily inmate resident population shall be calculated by adding the population or head count totals taken each day and dividing by the number of days of the month. The excess over an average of 48, if any, will 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 will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 53 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 will be billed on a subsequent monthly invoice.

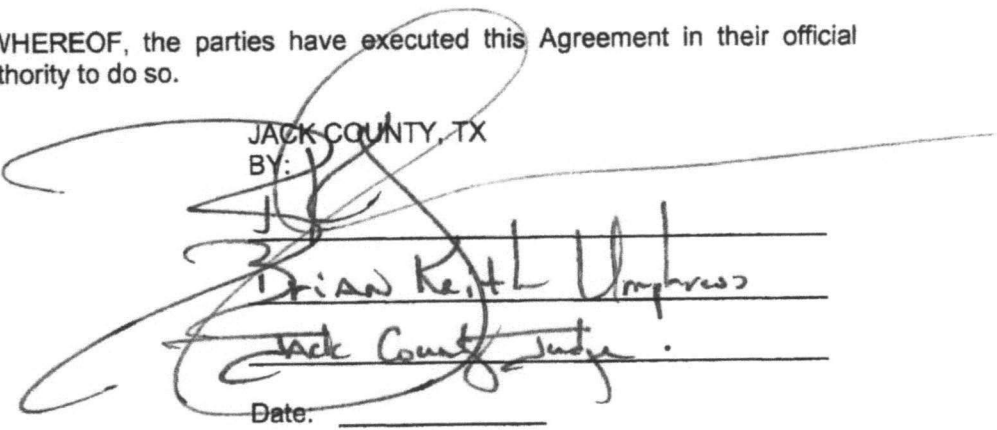
Effective October 1, 2023, coinciding with an annual increase in the per diem rate, as more fully set forth in Section No. 7.3 of this Agreement, the per diem rate shall increase to the new amount of \$1.29.

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. Should the average daily population exceed 65 for any three consecutive months, or if the average daily inmate population is less than 65 for any three consecutive months, either party may request renegotiation of the contract terms and pricing. In such case of a sustained increase in population, 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 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.

JACK COUNTY, TX

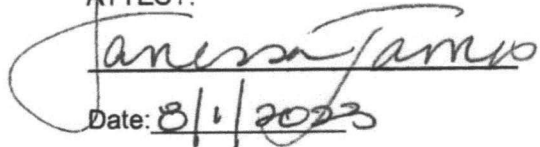
BY:


Brian Keith Umphress

Jack County Judge

Date:

ATTEST:

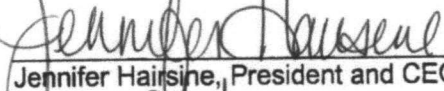

Vanessa Tarnio

Date: 8/1/2023



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

BY:


Jennifer Hairsine, President and CEO

Date: 8/2/2023

Carmen Hamilton, Contracts Manager

From: Carmen Hamilton, Contracts Manager
Sent: Tuesday, August 1, 2023 10:36 AM
To: ssimonton@jackcountysheriff.com
Subject: Health Services Agreement - Jack TX
Attachments: AMD No. 1 (ch draft 8-1-23).pdf

Good morning Mr. Simonton,

I have attached an Amendment to acknowledge the following:

- 1) An increase in the weekday staffing plan, from 20 hours per week to a new regular schedule of 40 hours per week (8 hours per weekday) effective on or about September 1, 2023;
- 2) An increase in the ADP limit from 20 inmates to 48 inmates effective September 1, 2023; and
- 3) A fixed 3% annual increase on the base fee and per diem rate as written in Section No. 7.3 for the 2023-2024 period effective October 1, 2023.

The base contract fee will increase to the monthly amount of \$10,027.41 beginning on September 1, 2023. Then, when the contract rolls over on October 1, 2023, the base amount will increase by the fixed 3% to the new amount of \$10,216.98 for the 2023-2024 period. The new per diem rate for 2023-2024 will be \$1.29. Notice the staffing and pricing sections of the contract have been updated accordingly (Section Nos. 2.1, 7.1 and 7.2).

Please take a look and let me know whether all appears to be in order. If you have any questions or concerns, or if there's anything else you need before finalizing, let me know. You can reach me direct in our NC/SC Regional Office at 803-802-1492.

When ready to exchange signatures, a scanned email copy will be fine for SHP's file. If you want to scan/email a signed copy of the Amendment to me, I will get it signed here and return a fully-executed for your records.

Thank you in advance! We appreciate your time and look forward to continuing a solid partnership with the Sheriff's Office.

Carmen Hamilton
Contracts Manager



NC/SC Regional Office
The Clebourne Building
111 Clebourne Street, Ste. 140
Fort Mill, SC 29715
Direct Phone: 803-802-1492
Direct Fax: 803-802-1495
Main Phone: 704-583-9515 (x1492)
Main Fax: 704-583-9516

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