

**FIRST AMENDMENT TO AMENDED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOM GREEN COUNTY AND SHANNON CLINIC**

THIS FIRST AMENDMENT TO THE AMENDED PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is effective as July 1, 2015, by and between Tom Green County, a legal and political subdivision of the State of Texas, hereinafter designated ("County"), and Shannon Clinic ("Clinic"), a Texas nonprofit corporation

RECITALS

A. Reference is made to that certain Amended Professional Services Agreement by and between the County and the Clinic effective January 1, 2014 (the "Agreement").

B. The County and the Clinic mutually desire to amend the Agreement to reflect changes to Exhibits "A" and "B."

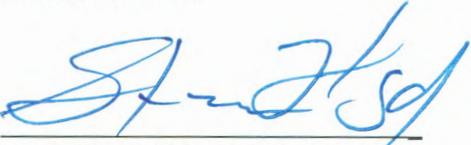
NOW, THEREFORE, for and in consideration of the mutual agreement of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Exhibit "A" and Exhibit "B" of the Agreement are hereby amended in their entirety as attached:
2. Except as otherwise set forth herein, no terms or provisions of the Agreement are amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

TOM GREEN COUNTY

By: 
Stephen C. Floyd, County Judge, acting
In his official capacity and not individually

SHANNON CLINIC

By: 
Gary Gibian, Executive Director

APPROVED AND AGREED:
TOM GREEN COUNTY SHERIFF OFFICE:

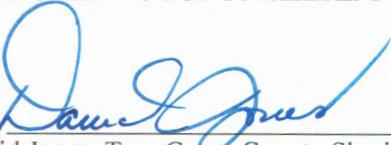
By: 
David Jones, Tom Green County Sheriff

EXHIBIT A SERVICES OF CLINIC

In connection with this Agreement, Medical Clinic shall provide the following services:

A. Nurse Practitioner Services

1. Nurse Practitioner shall staff a medical clinic at the detention facility 8 hours per week.
2. Nurse Practitioner will offer such medical treatment to Detainees as necessary and proper within nurse practitioner's scope of practice.
3. Nurse Practitioner shall confer with and make referrals to physician if necessary.
4. Nurse Practitioner shall write prescriptions if needed.
5. Nurse Practitioner will be reasonably available for consultation between weekly scheduled clinics by telephone.

B. Nursing and Medical Assistant Services

Weekday Nursing Services:

1. Clinic shall provide a registered nurse ("RN") to provide nursing services at the detention facility from 8 a.m. to 10 p.m. Monday through Friday.
2. Clinic shall provide a licensed vocational nurse ("LVN") to provide nursing services and two (2) medical assistants to provide medical assisting services at the detention facility from 6 a.m. to 10 p.m. Monday through Friday.

Weekend Nursing Services:

Clinic shall provide a licensed vocational nurse ("LVN") to provide nursing services and two (2) medical assistants to provide medical assisting services at the detention facility from 8 a.m. to 8 p.m. Saturday and Sunday.

Telephone Call Coverage:

An RN shall provide telephone call coverage at all times when an RN is not available at the detention facility.

C. Miscellaneous

1. This agreement covers professional services only and does not include any medical supplies.
2. Shannon Clinic will use best efforts to staff the detention center with the professional services at the times and in the manner outlined above, including holidays. The parties acknowledge and agree that staffing shortages, vacation, and personal emergencies may occur which require Shannon Clinic to change shift hours or staffing levels and services available on certain shifts. Shannon Clinic will provide as much notice as possible of any such staffing variations and if the variance is material, the parties will negotiate in good faith to make any necessary changes to the compensation set forth in Exhibit B.

EXHIBIT B
COMPENSATION

In consideration for the services provided in connection with this Agreement, the County shall pay Clinic as follows:

1. For Nurse Practitioner Services – a monthly payment of Two Thousand Five Hundred and 00/100 Dollars (**\$2,500.00**).
2. For Nursing Services – a monthly payment of Fifty Six Thousand Four Hundred Twenty Five and 00/100 Dollars (**\$56,425.00**).

Clinic shall submit documentation of services provided as requested by County or TGCSO.