

SECOND
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
EVIDENTIARY BLOOD DRAWS

This Second Addendum (“Second Addendum”) supplements the Professional Services Agreement dated on or about June 30, 2025, as supplemented by that certain Addendum to the Professional Services Agreement effective October 20, 2025 (collectively, the “Agreement”), between Ivy Medical, PLLC dba Ivy Corrections Medicine (“Ivy”) and Yellowstone County (“Client”).

BACKGROUND

- A. In addition to the Services provided in the Agreement, Client seeks to have Ivy supplement the Services to provide evidentiary blood draws to Detainees.
- B. To accommodate the Blood Draws as additional Services, the parties agree to the following terms and conditions.

AGREEMENT

1. EVIDENTIARY BLOOD DRAWS.

1.1 Generally. In addition to the Services and Unit Services provided under the Agreement, Ivy through Ivy Personnel shall perform evidentiary blood draws at the Facility (the “Blood Draws”). Ivy Personnel will not restrain Detainees. Client is solely responsible for Detainee restraint, security, and any use of force. If a Detainee refuses or physically resists, Ivy may decline to proceed.

1.2 Performance of Blood Draws. The Blood Draws shall be performed only upon the occurrence of any of the following:

- a. Ivy’s receipt of confirmation from Client (or its agent) that a valid judicial order or warrant has been issued directing that an evidentiary blood draw be conducted on a specific Detainee. Ivy may conclusively rely on any such verbal or written confirmation from Client or law enforcement regarding the existence and validity of such judicial order or warrant without independent verification, and Client indemnifies Ivy for any claim arising out of the validity, scope, or service of such judicial order or warrant; or

- b. Detainee voluntarily agrees to the performance of the Blood Draw.

1.3 Locations. All Blood Draws performed under this Second Addendum shall be conducted exclusively within the Facility’s designated locations (e.g., annexes). Ivy shall not be required to perform Blood Draws in any other location outside such designated locations unless agreed upon by Ivy.

2. CLIENT RESPONSIBILITIES.

2.1 Attempt Limitations & Transportation. Client hereby agrees that in the event Ivy Personnel are unable to successfully complete Blood Draws for a specific Detainee within three (3) attempts on such Detainee, Client shall be responsible for arranging transport of the Detainee to the nearest hospital emergency department, or other suitable location as determined by Client, for completion of such procedure. Ivy shall not be liable, or held responsible, for any claims, fines, legal actions, damages, settlements, costs, expenses, injuries, or damages caused by any delay or consequence arising from the need to transport a Detainee under this Second Addendum.

2.2 Supplies. For purposes of this Second Addendum, Client shall furnish, at its sole cost and expense, all supplies, equipment, and materials necessary for the performance of the Blood Draws. Client represents and warrants that all supplies, equipment, and materials will be fit for purposes of the Blood Draws.

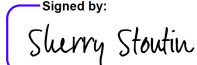
3. COMPENSATION FOR BLOOD DRAWS. As compensation for the Blood Draws, Client shall pay Ivy One Hundred Fifty Dollars (\$150) per Blood Draw performed by Ivy Personnel hereunder (the "Blood Draw Fee"). The Blood Draw Fee shall be invoiced and paid in the same manner as set forth in the Agreement with regard to Services provided by Ivy to Client. For avoidance of doubt, the terms set out in Section 3 of the Agreement shall apply to this provision.

4. EFFECTIVE DATE. This Second Addendum shall be effective upon execution of this Agreement ("Second Addendum Effective Date"); provided, however, the Blood Draw services shall commence no later than two (2) weeks after the Second Addendum Effective Date.

5. OTHER TERMS. The parties expressly agree that, except for the Blood Draws described hereunder, Attachment 1 Section 12.2 shall remain in full force and effect. The remaining terms in the Agreement shall remain in effect to the extent consistent with this Second Addendum. This Second Addendum may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart. This Second Addendum shall be binding when one or more counterparts, individually or taken together, bear the authorized signatures of all the parties.

Reviewed and agreed by:

IVY

Signed by:

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Authorized Representative

President & Senior Medical Director
Title

5/11/2026
Date

CLIENT

Authorized Representative

Title

Date

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