

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment") amends the Professional Services Agreement dated June 30, 2025, as supplemented by that Addendum to the Professional Services Agreement effective October 20, 2025, and the Second Addendum to the Professional Services Agreement (collectively, the "Agreement") by and between Ivy Medical, PLLC dba Ivy Corrections Medicine ("Ivy") and Yellowstone County ("Client"). Capitalized terms used in this Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

**1. AMENDMENT EFFECTIVE DATE.** This Amendment shall be effective as of July 1, 2026 ("Amendment Effective Date").

**2. AMENDMENTS.**

**2.1** As of the Amendment Effective Date, a new Section 2.4 shall be inserted into the Agreement and provide as follows:

**2.4. Prescribers; Medications.** Except as provided in this Section 2.4, Client shall not authorize, permit, or engage any external or third-party provider, clinic, or prescriber (other than Ivy) to order, prescribe, or direct the administration of medications for use or management within the Facility. For avoidance of doubt, all prescribing of medications to be administered or managed in accordance with this Agreement (e.g., Attachment 1 Section 3, Attachment 1 Section 4, and Attachment 1 Section 6) shall be performed exclusively by Ivy and its Personnel. Notwithstanding the foregoing: (i) if a court or other authority of competent jurisdiction issues a lawful order requiring the initiation, continuation, or administration of a specific medication for a Detainee by a specific non-Ivy Personnel, then Ivy may comply with that order, provided that Client notifies Ivy in writing of such order as soon as reasonably practicable, after Client receives or becomes aware of such order; and (ii) Client may permit an external provider to prescribe a medication only with Ivy's prior written consent. For purposes of subsection (ii) above, Ivy hereby consents to Client's continued use of its existing dental provider(s) to prescribe medications directly related to dental care provided under Client's contractual relationship with those dental provider(s) as in effect before the Amendment Effective Date. Absent a court order described in clause (i) or Ivy's prior written consent under clause (ii), Ivy shall have no obligation to manage, dispense, or monitor any medication prescribed by such non-Ivy Personnel.

**2.2** As of the Amendment Effective Date, Attachment 1 Section 3.2 is hereby deleted in its entirety and replaced with the following:

**3.2** [Intentionally omitted].

**2.3** As of the Amendment Effective Date, Attachment 2 Section 1 is hereby deleted in its entirety and replaced with the following:

**1. ANNUAL BASE FEE.** Client shall pay to Ivy an Annual Base Fee in the following amount for each of the specified Services provided:

<b>Service</b>	<b>Cost</b>
Core Services	\$4,691,239


The Annual Base Fee shall be paid in monthly installments of approximately \$390,936.58 per calendar month. The Annual Base Fee shall be paid prospectively in advance of the first day of each calendar month in which Services are to be provided.

**3. MISCELLANEOUS.** Except as provided in Section 2 above, the remaining terms in the Agreement remain in effect to the extent consistent with this Amendment. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart, and all of which together shall constitute one and the same instrument. This Amendment 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:**

Ivy Medical, PLLC, dba Ivy Corrections Medicine

By:   
Name: DANLEN STURIN  
Title: CEO  
Date: 6-10-26

**CLIENT:**

Yellowstone County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_