

**AMENDMENT TO
TROUP COUNTY JAIL HEALTH SERVICES AGREEMENT**

THIS AMENDMENT TO THE TROUP COUNTY JAIL HEALTH SERVICES AGREEMENT (the "Amendment") is effective as of the 1st day of August 2018, by and between the WeCare tlc, LLC ("WeCare") and the Troup County, Georgia ("County").

1. Integration with Agreement. This Amendment amends that certain Troup County Jail Health Services Agreement made by and between the parties and dated July 12, 2011 (the "Agreement"). The parties hereby ratify, affirm and approve all terms and conditions of the Agreement, unless the same are specifically amended, deleted, or supplemented by this Amendment. All provisions of the Agreement not amended as provided herein shall remain unchanged and shall apply equally to this Amendment. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall take precedence over the Agreement, and this Amendment shall govern and control. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Amendments. The Agreement shall be amended effective August 1, 2018 as follows:

a. Section 6.1 of the Agreement shall be deleted and replaced as follows:

6.1 Term. The original term of this Agreement commenced on August 1, 2011. The parties agree that this Agreement shall renew under the terms and conditions provided herein until August 1, 2019. Thereafter, this Agreement shall automatically renew for twelve-month periods, unless either party provides at least three months advance written notice of nonrenewal.

b. Section 2.1 of the Agreement shall be deleted and replaced as follows:

2.1 Staffing. WeCare shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and as required by this Agreement. The staffing model shall be as follows:

Position	Hours per week
MD	8
LPN	40
LPN	40
LPN	40
LPN	40
LRN	40

Dentist	8
CL	20
Psychiatrist	2

- c. Section 7.1 of the Agreement shall be deleted and replaced as follows:

7.1 Base Compensation. County shall pay to WeCare monthly compensation of sixty-five thousand, five hundred fifty-six dollars (\$65,556.00). WeCare will bill County approximately 30 days prior to the month in which services are to be rendered. County agrees to pay WeCare prior to the tenth day of the month in which the 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 WeCare will be pro-rated accordingly for the shortened month. Should County be billed for insurance deductible expense for which WeCare is responsible pursuant to Section 8.3 of this Agreement, County shall, in accordance with Section 9.3 of this Agreement, provide WeCare with a copy of such deductible invoice and may, at its option, deduct the amount of such invoice from the amount to be paid to WeCare pursuant to the next regular monthly payment of compensation.

- d. The following sections of Article VIII of the Agreement shall be deleted and replaced as follows:

8.1 Insurance. At all times during this Agreement, WeCare shall maintain professional liability insurance covering WeCare for its work at County, its employees and its officers in the minimum amount of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. In the event that the coverage changes, WeCare will notify County in writing. WeCare will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. WeCare shall provide a Certificate of Insurance evidencing the above policy levels and naming County and the Troup County Sheriff as additional Insureds. WeCare shall further provide County with a copy of the additional insured endorsement and shall, upon request, provide County with a copy of the professional liability insurance policy.

8.3 Hold Harmless. WeCare, and its successors and assigns, agree to indemnify, defend and hold harmless County, the Troup County Sheriff, and their agents, officers, deputies, employees, from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the performance of this Agreement by WeCare or arising out of the operation and maintenance of the aforesaid program of health care services conducted by WeCare, it being the express understanding of the parties hereto that WeCare shall provide the actual health care services as defined herein. WeCare's indemnification and hold harmless obligations shall include, but not be limited to, the obligation to reimburse

County for County's insurance deductible expense incurred as the result of the defense of claims arising from WeCare's provision of health care services pursuant to this Agreement. The County shall fully cooperate in the defense of such claim, but WeCare shall retain sole control of the defense while the action is pending. Counsel retained by WeCare shall be reasonably satisfactory to County. County shall, in accordance with Section 9.3 of this Agreement, notify WeCare of any claim for which the protections set forth in this Section are sought by providing WeCare, within ten (10) days of receipt by the Troup County Manager, a copy of the Ante Litem notice or other written notice of claim or suit provided to County and WeCare shall provide such Ante Litem or notice and notify its liability insurance carrier of the claim in accordance with the terms and conditions of its policy or policies of insurance.

The terms of this Section 8.3 shall survive the termination of this Agreement.

e. Section 9.3 of the Agreement shall be deleted and replaced as follows:

9.3. Notice. Unless otherwise provided herein, all notice or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

(a) County:

Troup County Manager
100 Ridley Avenue
LaGrange, GA 30240

(b) WeCare:

Judy Garber, President
WeCare tlc, LLC
120 International Parkway, Ste.
220 Lake Mary, FL 32746

Notices shall be effective upon receipt regardless of the form used.

3. Consent to Assignment of Contract. Pursuant to Section 9.2 of the Agreement, and as evidenced by its signature below, County expressly agrees to the assignment of the Agreement, and any and all amendments and addendums thereto, from WeCare to WeCare tlc Corrections, LLC. The assignment of the Agreement from WeCare to WeCare tlc Corrections, LLC shall include all rights, duties, and obligations contained within the Agreement. WeCare tlc Corrections, LLC shall expressly be bound by all requirements, duties, and obligations under the Agreement.

4. Governing Law. This Amendment shall be construed, interpreted and enforced under the laws of the State of Georgia without regard to its conflict of laws provisions.

5. Entire Agreement. This Amendment and the Agreement (as amended hereby) constitute the entire agreement between WeCare and the County with respect to the subject matter hereof.

6. Miscellaneous.

(a) WeCare shall provide County with a copy of the Certificate of Insurance and additional insured endorsement within ten (10) days of the execution of this Amendment.

(b) The headings of this Amendment are included only for ease of reference and shall not affect the interpretation of this Amendment in any manner.

(c) This Amendment may be executed in counterparts, each of which may be deemed to be an original, but which together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned on the date listed below.

WeCare fle, LLC

By: 

Printed Name: Jill Sims

Date: 9-27-18

Troup County, Georgia

By: 

Printed Name: Patrick Crews

Date: 9-26-18