

**AMENDMENT NO. 2 TO
TROUP COUNTY JAIL HEALTH SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 TO THE TROUP COUNTY JAIL HEALTH SERVICES AGREEMENT (the "Amendment") is effective as of the 1st day of August 2021 by and between WeCare tlc Corrections, LLC ("WeCare") and Troup County, Georgia ("County").

1. Integration with Agreement. This Amendment amends that certain Troup County Jail Health Services Agreement made by and between County and WeCare tlc, LLC and dated July 12, 2011 (the "Agreement"), said Agreement being assigned by WeCare tlc, LLC to WeCare on or about August 1, 2018. 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 and any and all amendments, renewals, or addenda thereto 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, 2021 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 June 30, 2022. Thereafter, this Agreement shall automatically renew for twelve-month periods, unless either party provides at least ninety (90) days 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
LPN	40
LRN	40
Dentist	2
Clerical	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 seventy-eight thousand six hundred and one dollars (\$78,601.00). 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 one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) 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, and their officers, elected officials, employees, and agents, as additional Insureds. WeCare shall further provide County with a copy of the Certificate of Insurance and additional insured endorsement upon request and shall, upon request, provide County with a copy of the professional liability insurance policy.

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

9.3. Notice. Unless otherwise provided herein, all notices 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 3024030240

(b) WeCare:

WeCare tlc Corrections, LLC
ATTN: Legal Department
999 Douglas Ave., Ste. 1119
Altamonte Springs, FL 32714

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

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

(b) 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 tlc Corrections, LLC

By: 

Printed Name: Raegan Le Douaron

Date: 10/12/2021

Troup County, Georgia

By: 

Printed Name: ERIC L. MOSLEY

Date: 10/12/21