

TROUP COUNTY JAIL HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Troup County, Georgia (hereinafter referred to as "County"), and WeCare TLC, LLC, a Utah Limited Liability Company, (hereinafter referred to as "WeCare"), is entered into as of the 12th day of July, 2011. Services under this Agreement shall commence on August 1, 2011 and shall continue through July 31, 2012 in accordance with section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Troup County Jail facilities (hereinafter called "Jail") and,

WHEREAS, WeCare is in the business of providing health care services under contract and desires to provide such services for County under the express terms and conditions hereof:

NOW THEREFORE, in consideration of the mutual covenants and promise hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with WeCare to arrange for the delivery of all medical and dental services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and WeCare enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of WeCare for arranging for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. WeCare shall arrange for health care services for all persons committed to the custody of the Jail, except those identified in paragraph 1.7. WeCare shall arrange on a regular basis, all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

1.3 Specialty Services. In addition to providing the general services described above, WeCare by and through its licensed health care providers shall, arrange to provide to inmates at the Jail specialty medical services including, but not limited to, radiology services and laboratory services to the extent such are determined to be medically necessary by WeCare. Where non-emergency specialty care is required and cannot be rendered at the Jail, WeCare shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. WeCare shall provide, emergency medical care, as medically necessary, to inmates through arrangements to be made by WeCare.

1.5 Limitations On Outside Costs. WeCare shall arrange for medical services for any inmate who, in the opinion of the Medical Provider (hereinafter meaning a licensed WeCare physician or licensed Nurse Practitioner), requires such care. The actual costs for such services shall be negotiated by WeCare and shall be billed to the County at actual final cost with no additional fees or mark-up.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. WeCare will not be responsible for arranging for any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, WeCare is also not financially responsible for the cost of services outside the jail for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. Once an inmate has been medically stabilized and committed to the Jail, the inmate will be covered and services will be provided as set forth in this Article and Agreement. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail.

It is expressly understood that WeCare shall not be responsible for medical costs associated with the medical care of any infants born to inmates. WeCare shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the jail prior to transport to a hospital, will not be the responsibility of WeCare.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail. This does include inmates who are under guard in outside hospitals. No other person(s), including any in outside hospitals who are not under guard, shall be the responsibility of WeCare.

Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be the responsibility of WeCare with respect to the arranging of their health care services.

1.8 Elective Medical Care. WeCare is not responsible for arranging for elective medical care to inmates unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of WeCare's Medical Provider, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care WeCare is obligated to pay under this Agreement, County will, upon prior request by WeCare, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, WeCare shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

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 required by this Agreement. The staffing model shall be as follows:

Medical Doctor or Licensed Nurse Practitioner	4 hours per week
Dentist	PRN
Registered Nurse	40
Licensed Practical Nurse	128
Medical Assistant	12
Radiology Technician	PRN

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by WeCare to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by WeCare hereunder, or by any independent contractor, subcontractors or assignee, WeCare, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, WeCare shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, WeCare will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of WeCare.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either WeCare or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, WeCare may engage certain health care professionals as independent contractors rather than as employees. County must first approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the County consents to such subcontracting or delegation. To the extent that the relationship between WeCare and these health care professionals is that of an independent contractor, WeCare will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. WeCare will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, WeCare shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of WeCare under this Agreement, WeCare shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.

2.6 Discrimination. During the performance of this Agreement, WeCare, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. WeCare shall cause and require to be maintained complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, WeCare shall comply with Georgia law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by WeCare except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. WeCare shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide WeCare with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation. The maintenance of such records within an Electronic Medical Record shall be permitted, provided however that the required access and retention provisions above can be met.

3.2 Regular Reports by WeCare to County. WeCare shall provide to County, on a date and in a form mutually acceptable to WeCare and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist WeCare in providing the best possible health care services to inmates, County will provide WeCare with information pertaining to inmates that WeCare and County mutually identify as reasonable and necessary for WeCare to adequately perform its obligations hereunder.

3.4 WeCare Records Available to County with Limitations on Disclosure. WeCare shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by WeCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of WeCare and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as

permitted or required by law unless such disclosure is approved in advance writing by WeCare. Proprietary information developed by WeCare shall remain the property of WeCare.

3.5 County Records Available to WeCare with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide WeCare, at WeCare's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by WeCare or as are pertinent to the investigation or defense of any claim related to WeCare's conduct. Consistent with applicable law, County will make available to WeCare such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as WeCare may reasonably request. Any such information provided by County to WeCare that County considers confidential shall be kept confidential by WeCare and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. WeCare and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of WeCare as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable WeCare to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and WeCare that the provision of security and safety for the WeCare-personnel is a continuing precondition of WeCare's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of WeCare, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General County agrees to provide WeCare with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line, and utilities and County will provide necessary maintenance and housekeeping of the office space and facilities.

5.2 Delivery of Possession. County will provide to WeCare, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, WeCare will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement any equipment or instruments required by WeCare during the term of this Agreement shall be purchased by WeCare at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase WeCare's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for WeCare to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on August 1, 2011. The initial term of this Agreement shall end on July 31, 2012, and may be extended for additional one-year terms, if mutually agreeable to both parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- (c) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Troup County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6.3 Annual Automatic Termination. Notwithstanding any other language contained in this Agreement, the Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13(a)(1).

The agreement shall automatically renew for each succeeding calendar year, or portion thereof, to the extent of the original Term set forth in Paragraph 6.1 of the Agreement, unless positive action is taken by the County to terminate the Agreement. In order to terminate the Agreement at the end of any calendar year, the County shall provide WeCare written notice of such decision not less than thirty (30) days prior to the end of such calendar year. Otherwise, the Agreement shall be renewed for the succeeding calendar year, or portion thereof, as provided herein.

It is understood and agreed between the parties that the provisions of this agreement are subject to the provisions of O.C.G.A. Section 36-60-13, and the applicable provisions thereof are expressly incorporated herein by reference.

6.4 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from WeCare to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to WeCare the annualized base price of \$381,860 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term will be in the amount of \$31,822 each. 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 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.

7.2 Future Years' Compensation. The compensation (i.e., annual base price as defined in Sections 7.1) to WeCare for any renewal periods shall be increased at the beginning of each contract year. The amount of increase will be agreed to each year.

7.3 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Troup County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions or the State of Georgia, or by statute will not be the responsibility of WeCare.

7.4 Responsibility For Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to Work Release, including work for Troup County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than WeCare, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release and not in the physical custody of County. In all cases WeCare will assist with the necessary transportation for Work Release inmates to obtain medical care.

7.5 Scope of Base Compensation. The Base Compensation shall include all services and expenses set forth in Article II, but shall not include any staffing expenses related to mental health. All other medically related expenses (Laboratory, pharmacy, supplies) for services rendered in the facility shall be paid by WeCare and billed back with no additional fees added.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

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 shall name County as an additional

Insured.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning WeCare's medical care of inmates and the performance of WeCare's employees, agents, subcontractors or assignees, the parties agree that WeCare, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. WeCare agrees to indemnify, defend and hold harmless the County, its agents, servants and 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. The County shall immediately notify WeCare of any incident, claim or lawsuit of which the County becomes aware and 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.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that WeCare is an independent contractor engaged to provide medical care to inmates at the Troup County Jail under the direction of WeCare management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. WeCare shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve WeCare of its independent obligation to provide the services and be bound by the requirements of this Agreement.

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 been duly 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 Crown Oak Centre Drive
Longwood, FL 32750
Email judy.garber@WeCaretlc.com

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

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties' shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that WeCare is not bound by any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof .

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Troup County Sheriff or his designee shall serve as the liaison with WeCare.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at

the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or inequity.

9.16 Security and Immigration Compliance. Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et seq.*, by registering and verifying information for all new employees through E-Verify and executing any affidavits required by Ga. Comp. R. & Regs. r. 300-10-1-.01 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

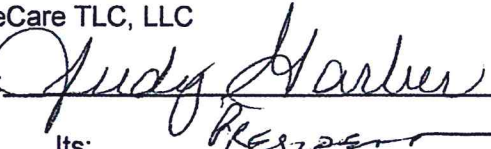

Troup County, Georgia

By: 
Richard C. Wolfe, Chairman

Attest: 
Stewart Mills, Secretary

Date: 7/12/11

WeCare TLC, LLC

By: 
Its:  President

Attest: 
Its:  CEO

Date: 7/12/11