HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2012-071

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of Jailer Danny Allen, to authorize the Judge/Executive to amend the current contract with Southern Health Partners, Inc. for the fiscal year 2012/2013 to provide health services to the Hardin County Detention Center for a base compensation of $778,715.16, payable in 12 monthly installments of $64,892.93, and to increase the average daily population limit to 600 inmates.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 22 May, 2012.

Harry L. Berry
Hardin County Judge/Executive

ATTEST

Kenneth L. Tabb Clerk by Dist. Dc

Kenneth L. Tabb
Hardin County Clerk

AMENDMENT #6
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #6, to Health Services Agreement dated February 28, 2007, between Hardin County, Kentucky (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing on April 1, 2007, is entered into as of the 22nd day of May, 2012.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated February 28, 2007, between County and SHP.

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

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on April 1, 2007. The term of this Agreement shall end on June 30, 2013, and shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate at the end of the period.

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. County will compensate SHP based on the twelve-month annualized price of $778,715.16 during the term of this Agreement effective July 1, 2012, through June 30, 2013, payable in monthly installments. Monthly installments during the term of this Agreement effective July 1, 2012, through June 30, 2013, will be in the amount of $64,892.93 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP 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 SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual contract price is calculated based upon an average daily inmate population of up to 600. Effective July 1, 2012, if the average daily inmate population exceeds 600 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of $1.25 for each inmate over 600. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 600, if any, will be multiplied by the per diem rate and by the number of days in the month to

arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 605 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jailer and other involved County officials, and following appropriate notification to County.

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

HARDIN COUNTY, KY
BY:

Harry L. Berry, Hardin County Judge/Executive
Date: May 22, 2012

ATTEST:
Kenneth L. Tabb Clerk by Des Luft DC
Kenneth L. Tabb, Hardin County Clerk
Date: May 22, 2012

SOUTHERN HEALTH PARTNERS, INC.
BY:

Jeffrey A. Reasons, Chief Executive Officer

Date: _____