

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2015-147**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of the Emergency Services Committee, to approve retroactively Southern Health Partner's letter of understanding dated May 18, 2015. The letter extends health services to the Hardin County Detention Center for a base compensation rate of \$68,832.14 monthly based on an average daily population limit of 550 inmates for the period July 1, 2015 through August 31, 2015; and

BE IT FURTHER RESOLVED, to approve Amendment No. 8 to Southern Health Partners, Inc. contract dated April 1, 2007 extending health services to the Hardin County Detention Center for a base compensation price of \$71,627.66 monthly based on an average daily population limit of 550 from September 1, 2015 through June 30, 2016; and

BE IT FURTHER RESOLVED, to authorize the Judge/Executive to execute both documents.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 25 August 2015.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



May 18, 2015

Danny Allen, Jailer
Hardin County Detention Center
100 Lawson Boulevard
Elizabethtown, KY 42701

Re: Health Services Agreement

Dear Mr. Allen,

SHP's Health Services Agreement with Hardin County is coming up for renewal in July and we look forward to another year of services at the Detention Center. We have reviewed the contract and we have determined that a 3% increase will be needed this year to help with the costs of operating the program.

I have indicated the renewal pricing terms below for your records based on the increase. We will plan to adjust the monthly bill beginning with the July 2015 invoice. Except as amended or modified in writing by the parties, all provisions of the contract will remain in effect during the renewal period.

Contract period:	July 1, 2015, through June 30, 2016
Base annualized fee:	\$825,985.66
Base monthly fee:	\$68,832.14
Per diem greater than 550:	\$1.35
Outside annual cost pool limit:	\$100,000 (first tier), \$120,000 (second tier), with 80% refund of unused (up to first tier)

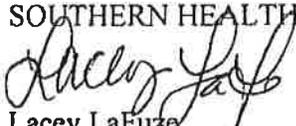
Please keep this letter to acknowledge the contract renewal and return a signed copy to me either by fax (423-305-6972) or e-mail (lacey.lafuze@southernhealthpartners.com).

Should you have any questions, please feel free to contact me directly in our Chattanooga Corporate office at (423) 305-6971.

We look forward to continuing a successful partnership with you and Hardin County.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.


Lacey LaFuze
Vice President, Controller

HARDIN COUNTY
BY:



AMENDMENT #8
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #8, 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 25th day of August, 2015.

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, 2016, 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. Effective September 1, 2015, County will compensate SHP based on the twelve-month annualized price of \$859,531.92 during the term of this Agreement effective September 1, 2015, through June 30, 2016, payable in monthly installments. Monthly installments during the term of this Agreement effective September 1, 2015, through June 30, 2016, will be in the amount of \$71,627.66 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 9.3 is hereby replaced in its entirety by the following:

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: Hardin County Fiscal Court
P.O. Box 568
Elizabethtown, KY 42702

(b) SHP: Southern Health Partners, Inc.
Attn: President
2030 Hamilton Place Blvd. Ste. 140
Chattanooga, TN 37421

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

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

HARDIN COUNTY, KY

BY:



Date: August 25, 2015

ATTEST:



Date: August 25, 2015

SOUTHERN HEALTH PARTNERS, INC.

BY:


Jennifer Hairsine, President & CEO

Date: _____