

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2015-149**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to approve Amendment No. 5 to Baptist Ventures, Inc. Management Services Agreement dated September 1, 1997 extending the term of the agreement to December 31, 2019.

**BE IT FURTHER RESOLVED**, to authorize the Judge/Executive to execute the attached document.

**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

**AMENDMENT #5**

**THIS AMENDMENT** amends the Management Services Agreement (hereinafter “Agreement”) entered into by and between **HARDIN COUNTY FISCAL COURT**, Hardin County, Kentucky (“Fiscal Court”), and **BAPTIST VENTURES, INC. d/b/a BAPTIST MANAGEMENT SERVICES**, a Kentucky corporation, Louisville, Kentucky (hereinafter referred to as “Baptist”).

**W I T N E S S E T H:**

**WHEREAS**, the original term of the Agreement was from September 1, 1997 to August 31, 2000;

**WHEREAS**, the parties extended the term of said Agreement from September 1, 2000 to December 31, 2003 and clarified the effective date of any increase or decrease in the management fee during the extended term of the Agreement by executing Amendment #1;

**WHEREAS**, the parties extended the term of said Agreement from January 1, 2004 to December 31, 2007 and clarified the effective date of any increase or decrease in the management fee during the extended term of the Agreement by executing Amendment #2;

**WHEREAS**, the parties extended the term of said Agreement from January 1, 2008 to December 31, 2011 and changed the fee for management services provided by Baptist under the Agreement by executing Amendment #3;

**WHEREAS**, the parties extended the term of said Agreement from January 1, 2012 to December 31, 2015 and changed the fee for management services provided by Baptist under the Agreement by executing Amendment #4;

**WHEREAS**, the parties desire to execute this Amendment #5 to amend Paragraph 4.1 to extend the term of said Agreement from January 1, 2016 to December 31, 2019; amend Paragraphs 1.2, 3.1, 4.2, and 5 of the Management Services Agreement related to Baptist assigning a qualified Chief Information Officer; and to change the fee for management services in Paragraph 3.2 provided by Baptist.

**NOW THEREFORE**, the parties agree as follows:

1. Paragraph 4.1 of the Agreement is amended to extend the term of the Agreement from January 1, 2016 to December 31, 2019 unless otherwise terminated as provided under other provisions of the Agreement.

2. Paragraph 1.2 of the Agreement is amended to delete the paragraph and substitute the following language:  
“Baptist will provide qualified executives acceptable to the Fiscal Court who will serve as full-time President and Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), and Chief Information Officer (“CIO”) of Hardin Memorial. The CEO, CFO, and CIO will be employees of Baptist.”
3. Paragraphs 3.1, 4.2 and 5 of the Agreement are hereby amended to require that the same obligations and terms are applicable to the CIO as are applicable to the CEO and CFO.
4. Delete Paragraph 3.2 in the Management Services Agreement, and replace Paragraph 2 in Amendment #4 by substituting the following language:  
“As compensation for the management services provided pursuant to this Agreement, Hardin Memorial agrees to pay Baptist during the term of this Agreement, an annual management fee in the amount of One Million One Hundred Seventy Two Thousand Six Hundred Fifty Two Dollars (\$1,172,652.00) for the first year of the extended term from January 1, 2016 to December 31, 2019. The management fee shall be paid to Baptist in equal monthly installments of Ninety-Seven Thousand Seven Hundred Twenty-One Dollars (\$97,721.00) and the amount shall be due and owing Baptist no later than the 15<sup>th</sup> day of the month for the current month. The management fee shall increase three percent (3%) for each subsequent year of the term of this Agreement.”

Except as provided herein, all other terms and conditions set forth in the Management Services Agreement and Amendments #1, #2, #3 and #4 shall remain the same.

This Amendment shall be effective on January 1, 2016.

IN TESTIMONY WHEREOF, witness the signatures hereto this 25<sup>th</sup> day of August, 2015, the signature on behalf of each of the parties being by its duly authorized representative.

**WITNESS:**

**HARDIN MEMORIAL HOSPITAL  
HARDIN COUNTY FISCAL COURT**

BY: *Debra D. Donnelly*

BY:   
Harry L. Berry, Hardin County Judge/Executive

DATE: August 25, 2015

**WITNESS:**

**BAPTIST VENTURES, INC.  
d/b/a BAPTIST MANAGEMENT SERVICES**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Stephen C. Hanson, Chief Executive Officer

DATE: \_\_\_\_\_