

**Fill in this information to identify the case:**

Debtor 1 Batesville Regional Medical Center Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:18-bk-05676

**FILED**

OCT 15 2018

U.S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF TN**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Willow Pain &amp; Wellness, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  <u>Willow Pain &amp; Wellness, LLC</u> Name <u>2704 West Oxford Loop, Suite 117</u> Number Street <u>Oxford</u> <u>MS</u> <u>38655</u> City State ZIP Code  Contact phone <u>662-550-4229</u> Contact email <u>cmitchell@willowanesthesia.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different)  _____ Name  _____ Number Street  _____ City State ZIP Code  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ <div style="text-align: right;">Filed on _____ MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 6,905.67 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
services performed

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_
- Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_
- Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/03/2018  
MM / DD / YYYY

R. Paul Carpenter  
Signature

Print the name of the person who is completing and signing this claim:

Name Robert Paul Carpenter  
First name Middle name Last name

Title Manager

Company Willow Pain & Wellness, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2704 West Oxford Loop, Suite 117  
Number Street  
Oxford MS 38655  
City State ZIP Code

Contact phone 662-832-6828 Email pcarpenter@willowanesthesia.com

## SALARY SUBSIDY RECRUITMENT AGREEMENT

(For a Physician Joining an Existing Medical Practice)

Date of Agreement: February 7, 2017

Physician Name: Kirk Kinard, D.O.

Hospital Legal Entity: Alliance Health Partners, LLC (MS)

Specialty: Anesthesiology: Pain Management

Hospital Name: Merit Health Batesville

Telephone Number: 662-281-1070

Address of Hospital:

Address of Physician at Date of Agreement:

303 Medical Center Drive

3710 Lyles Drive

Batesville, MS 38606

Oxford, MS 38655

Physician's Previous Practice Zip Code: 38671

Physician's New Practice Zip Code: 38606

Community: 38606, 38666, 38655, 38620, 38619, 38658, 38965, 38901, 38614, 38622, 38668, 38927, 38621, 38643, 38921, 38922

(List Zip codes in Facility's applicable Stark Defined Designated Service Area as defined in 42 CFR 411.357(e)(2))

Expected Practice Commencement Date: February 13, 2017 or within forty-five (45) days thereafter

(If all pre-conditions to the Agreement have been met, the Practice Commencement Date is the First Date (within the range above) that the Physician personally provides services under this Agreement.)

State(s) of Licensure: MS

Physician's Community Practice Commitment Period: Thirty-six (36) Months

Base Salary Guarantee: \$ 500,000.00

Total Salary Subsidy Amount: \$ 308,000.04

Salary Subsidy Payment(s): \$ 25,666.67

Salary Subsidy Payment Period: Twelve (12) Months

Name of Existing Practice: Willow Pain and Wellness

The attached Standard Terms and Conditions are incorporated into the Salary Subsidy Recruitment Agreement.

### SIGNATURES AND APPROVALS:

(See paragraph F.8 of the Standard Terms and Conditions)

Physician:

Kirk Kinard, D.O.

Date:

2/14/17

Hospital Legal Entity:

Alliance Health Partners, LLC (MS)

d/b/a Merit Health Batesville

Travis Sisson, Hospital CEO

Date:

2/14/17

By:

Robert L. Lippert

Practice: Willow Pain and Wellness

EIN:

[REDACTED]

Date:

2/14/17



**RECRUITMENT AGREEMENT**  
**STANDARD TERMS AND CONDITIONS**  
**(For a Physician Joining an Existing Practice)**

**THIS RECRUITMENT AGREEMENT** (the "Agreement") is made and entered into by and between Hospital, Physician, and Practice indicated on the cover page (also referred to herein individually as "Party" or collectively as "Parties"). The capitalized terms in the Recruitment Agreement Terms and Conditions not otherwise defined shall have the definition of such terms as set forth in the attached cover page.

**WHEREAS**, Hospital is committed to the Community served by Hospital; and

**WHEREAS**, Hospital seeks to enhance the quantity and quality of physician skills in Physician's Specialty in the Community; and

**WHEREAS**, Hospital has determined that there is an objective and defined need for additional physicians practicing Physician's Specialty in the Community; and

**WHEREAS**, Physician agrees to relocate Physician's practice, or establish an initial private practice, in the Community and Physician has advised Hospital that Physician intends to enter into an association with the Practice; and

**WHEREAS**, Hospital desires to assist Physician and Practice in establishing Physician's practice;

**WHEREAS**, Practice is entering into this Agreement in order to assist in the recruitment of Physician into the Practice and Community under the terms and conditions set forth herein; and

**WHEREAS**, Hospital, Physician, and Practice understand that this Agreement does not create the relationship of employer and employee between Hospital and Physician, or Hospital and Practice, and that Physician and Practice at all times act as independent contractors; and

**WHEREAS**, Hospital, Physician, and Practice recognize that the choice of service providers for patients is a decision made by Physician and Practice with regard to the best interest of patients and that this Agreement is in no way conditioned on the use of Hospital's services by Physician or Practice; and

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. **Summary of Terms of Agreement**

1. This Agreement, and/or any amendment or modification hereto, shall not be legally binding on the Parties until the Agreement has been reviewed and signed or otherwise electronically approved by a Division President of CHSPSC, LLC, the Hospital's Management Company, and Hospital's Corporate Counsel. **THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT IT IS SIGNED OR OTHERWISE ELECTRONICALLY APPROVED BY A DIVISION PRESIDENT OF CHSPSC, LLC, HOSPITAL'S MANAGEMENT COMPANY, AND ONLY AFTER IT IS SIGNED BY ALL OTHER SIGNATORIES.**



In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties, any Party may propose amendments to the Agreement to bring the Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of the Agreement within thirty (30) days of the initiation of negotiations, then any Party may terminate this Agreement upon written notice to the other Parties.

2. The term of the Physician's obligations to practice in the Community as set forth in this Agreement shall begin on the Practice Commencement Date and continue for the Physician's Community Practice Commitment Period as set forth on the Cover Page hereof (the "Practice Commitment Period").
3. The covenants of Physician, Hospital, and Practice are defined in Sections B, C and D of this Agreement, respectively.
4. The Total Salary Subsidy Amount, as set forth on the Cover Page hereof, will be paid as an "Initial Salary Subsidy Payment" and/or "Salary Subsidy Payment(s)" in accordance with Sections C and E of this Agreement. The Salary Subsidy Payment Period shall begin on the Practice Commencement Date and continue for the number of month(s), if applicable, as set forth on the cover page hereof.

B. Considerations and Covenants of Physician

1. Physician shall, on or before the Practice Commencement Date, engage in the full-time private practice of medicine in the Community as defined on the Cover Sheet of the Agreement. During the Practice Commitment Period, Physician's "Full-time Private Practice of Medicine" shall be defined as the devotion of a minimum of forty (40) hours per week to the practice of Physician's Specialty in the Community. Physician and/or Practice may make changes to the established practice schedule with prior written notice to the Hospital, provided, however, in no event shall the total minimum hours be less than forty (40) hours per week. Excepted from the minimum hours are sick days (not to exceed 10 business days per year), holidays (not to exceed 9 business days per year), vacation days (not to exceed 15 business days per year), and attendance at medical seminars (not to exceed 5 business days per year). Physician shall discharge obligations hereunder on a regular and continuous basis. Any vacation time taken by Physician during the Practice Commitment Period shall be at a time and of a duration that is consistent with quality patient care and medical staff service needs as mutually agreed upon by Physician and Hospital. If Physician fails to render services pursuant to this Agreement for a period of ten (10) consecutive business days during the Practice Commitment Period without Hospital and Physician's mutual agreement, Physician shall have failed to carry out Physician's covenants herein on a regular and continuous basis. Any *locum tenens* coverage needed to meet the Full-time Private Practice of Medicine in the Community requirements of the Agreement or for Physician to meet Physician's obligations under the Hospital's by-laws, rules and regulations shall be at the expense of the Physician and/or Practice.



2. In order to expedite the establishment of Physician's practice, Physician agrees to promote and market the practice in any reasonable way open to Physician during the Practice Commitment Period. Physician also agrees to attend, at the expense of Hospital, a practice management/marketing seminar offered by the Physician Practice Support Team in Franklin, Tennessee.
3. On or before the Practice Commencement Date and during the Practice Commitment Period, Physician shall achieve and maintain membership in good standing on the active medical staff of the Hospital, complying fully with all bylaws, rules, and regulations of the medical staff, and shall discharge all administrative and professional responsibilities of a member of the medical staff of the Hospital. Physician shall provide emergency room coverage, in accordance with the Hospital's by-laws, rules and regulations and without charge to Hospital, for patients of Hospital's emergency room.
4. On or before the Practice Commencement Date and during the Term of the Practice Commitment Period, Physician shall maintain an unrestricted license to practice medicine in the state in which Hospital and Physician's office practice is located and not be placed on probation by any state's medical licensing entity.
5. During the Practice Commitment Period, Physician shall (a) provide appropriate care and supervision of patients, (b) participate, in accordance with Hospital policies, in the Hospital's quality assurance program and any educational programs conducted by the Hospital's medical staff necessary to assure the Hospital's compliance with accrediting requirements, (c) conduct professional and administrative duties in such a manner as may be required by any standard, ruling, or regulation of any federal, state, or local government agency, corporate entity, or individual exercising authority with respect to or affecting the Hospital, (d) perform such administrative services as may be reasonably requested by the Hospital, (e) adhere to all Hospital's policies and procedures regarding the selection and use of contracted supplies and equipment utilized in the Hospital's facilities (f) maintain a full-time practice of medicine and primary residence in Community for the Practice Commitment Period from the Practice Commencement Date, (g) provide a reasonable amount of care for indigent patients both in the Physician's office and to Hospital inpatients, and (h) provide services to patients without discrimination as to payer source, including but not limited to Medicare and Medicaid beneficiaries. During the Term of the Agreement, Physician shall not disclose the content of this Agreement to any third party other than legal counsel, accountant, employer or professional associate while the Agreement is in effect except as required by law.
6. Physician agrees that Physician shall also undergo all reference, credentialing, licensure, credit, and criminal check reviews and provide any and all additional documentation requested by Hospital by the Practice Commencement Date. To the extent Physician fails to meet the conditions of this Section B.6, Hospital will not provide an Initial Salary Subsidy Payment and/or any Salary Subsidy Payment(s) or any other assistance until all required documentation is complete and in effect. In addition, Physician understands and agrees that Hospital may, in its sole discretion, terminate this offer of assistance if Hospital believes that the information obtained from any and all reference, credit, and/or criminal background checks are unacceptable or undesirable.



7. During the Practice Commitment Period, Physician shall participate in and adhere to Hospital's compliance program and all policies and procedures adopted pursuant thereto.
8. On or before the Practice Commencement Date and during the Practice Commitment Period, Physician shall obtain and carry professional and comprehensive general liability insurance in an amount and type consistent with the policies of the Hospital, covering Physician and all of Physician's personnel, if any, with company or companies and under contracts deemed acceptable by Hospital. Physician shall provide Hospital with proof that such coverage is in current effect. Such policies shall provide for at least thirty (30) days written notice to Hospital before any alteration of coverage may take effect.
9. During the Practice Commitment Period, Physician agrees not to invest any monies in or become the employee of any other medical or hospital facility except Physician's own private practice or Practice, within twenty (20) miles of the Hospital, except as otherwise indicated herein.
10. Throughout the Term of the Agreement, Physician represents that Physician has not been suspended, excluded, or debarred from participating in any government payor program. Physician agrees to provide immediate notice to Hospital in the event Physician becomes suspended, excluded or debarred from participating in any government payor program and upon such notice Hospital may terminate this Agreement immediately.
11. During the Practice Commitment Period, Physician shall defend, indemnify, and hold Hospital, its directors, officers, stockholders and employees harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorney's fees) for injury to persons or damage to property caused or alleged to have been caused by the negligent acts of Physician, Physician's agents, servants, or employees. This indemnity agreement is specifically intended to apply to, but is not limited to, those situations wherein Hospital is held vicariously liable for negligent acts of Physician, or wherein it is claimed that Hospital is vicariously liable for said negligent acts.

C. Considerations and Covenants of Hospital

1. Salary Subsidy Payment(s). Subject to the satisfaction of the conditions set forth in this Agreement, Hospital shall pay Physician and jointly to Practice for the benefit of Physician, the Initial Salary Subsidy Payment and/or Salary Subsidy Payment(s), not to exceed the Total Salary Subsidy Amount, as set forth on the Cover Page hereof and as described in Section E.
2. Indemnification and Hold Harmless. During the Practice Commitment Period, Hospital shall defend, indemnify, and hold Physician, Physician's agents, servants and employees harmless from and against any and all claims, demands, liabilities, damages and expenses (including attorney's fees) for injury to persons or damage to property caused by or asserted to have been caused by the negligent acts of Hospital, its agents, servants or employees. This indemnity provision is intended to apply to all claims made against Physician by reason of



acts of Hospital employees, but is not intended to apply to conduct of Hospital employees while acting pursuant to the instructions of Physician.

D. Considerations and Covenants of Practice

1. Practice agrees to require Physician to engage in the Full-time Private Practice of Medicine in the Community at Practice during the Practice Commitment Period, as defined and set forth in Section B.1 above.
2. In order to expedite the establishment of Physician's practice, Practice agrees to promote and market Physician's practice in any reasonable way open to Practice during the Practice Commitment Period. Physician also agrees to attend, at the expense of Hospital, a practice management/marketing seminar offered by the Physician Practice Support Team in Franklin, Tennessee.
3. During the Practice Commitment Period, Practice shall require Physician to provide services to patients without discrimination as to payer source, including but not limited to Medicare and Medicaid beneficiaries.
4. During the Term of the Agreement, Practice shall not disclose the content of this Agreement to any third party other than legal counsel, accountant, or Practice owner except as required by law.
5. Practice shall cause Physician to discharge obligations hereunder on a regular and continuous basis. Practice agrees that any vacation time taken by Physician during the Practice Commitment Period shall be at a time and of a duration that is consistent with quality patient care and medical staff service needs as mutually agreed upon by Physician, Practice and Hospital. Practice agrees that if Physician fails to render services pursuant to this Agreement for a period of ten (10) consecutive business days during the Practice Commitment Period without Hospital, Practice and Physician's mutual agreement, Physician and Practice shall have failed to carry out Physician's covenants herein on a regular and continuous basis.
6. Practice recognizes that Hospital will from time to time participate in reimbursement plans offered by various health care payers, such as HMO's, managed care plans, networks, IPA's, PHO's, insurance companies, self-funded plans, government reimbursement plans and similar organizations. During the Physician's Practice Commitment Period, Practice hereby agrees to participate, and to require Physician to participate, in any such plans to the extent requested to do so by Hospital. Practice agrees that should Practice or Physician not have completed credentialing requirements for said payers by the Practice Commencement Date, Hospital may suspend or cease any Initial Salary Subsidy and/or Salary Subsidy Payment(s) under Section E and all other assistance under the Agreement until all required documentation is complete and in effect.
7. During the Practice Commitment Period, Practice shall obtain and carry professional and comprehensive general liability insurance in an amount and type consistent with the policies of the Hospital, covering Practice and all of Practice's personnel, if any, with company or companies and under contracts deemed acceptable by Hospital. Practice shall provide Hospital with proof that



such coverage is in current effect. Such policies shall provide for at least thirty (30) days written notice to Hospital before any alteration of coverage may take effect.

8. During the Term of the Agreement, Practice represents and warrants that neither Practice nor any of its members, employees, owners, or agents have been suspended, excluded, or debarred from participating in any government payor program. In the event Practice or any of its members, employees, owner or agents become suspended, excluded or debarred from participating in any government payor program, Hospital may terminate this Agreement immediately.
9. During the Practice Commitment Period, Practice shall defend, indemnify, and hold Hospital, its directors, officers, stockholders and employees harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorney's fees) for injury to persons or damage to property caused or alleged to have been caused by the negligent acts of Practice, Practice's agents, servants, or employees. This indemnity provision is specifically intended to apply to, but is not limited to, those situations wherein Hospital is held vicariously liable for negligent acts of Practice or Physician, or wherein it is claimed that Hospital is vicariously liable for said negligent acts.
10. The Practice shall maintain current, for a period of five (5) years following the termination of the Agreement, records of its actual costs attributable to Physician during the Practice Commitment Period and any amounts passed through to Physician during the Practice Commitment Period. The Practice agrees to make such records available upon the request of the Secretary of the Health and Human Services or his or her designee. In the event of any such request, the Practice agrees to notify Hospital within ten (10) business days of receipt of such request.
11. During the Term of the Agreement, the Practice and Physician shall be jointly and severally liable for the terms and conditions in this Agreement, including but not limited to, repayments of any monies due to and owed to Hospital hereunder.
12. In the event Physician's relationship with the Practice is terminated for any reason during the Term of the Agreement, the Practice shall (a) not restrict Physician from engaging in the practice of medicine in the Community in any manner, including, by way of example only, through enforcement of a noncompetition or nonsolicitation of patients provision, (b) be solely responsible for any previous or continuing expenses (deemed incremental or otherwise regardless of when expenses accrued) Practice may have as a result of Physician's relationship with Practice, and (c) to the extent Hospital's Initial Salary Subsidy Payment and/or Salary Subsidy Payment(s) at the date of Physician's termination of employment with the Practice exceed the salary amount that the Practice is obligated to pay Physician in accordance with Physician's and Practice's employment arrangement, Practice must reimburse Hospital the amount paid by Hospital that exceeds the Physician's actual salary paid, in accordance with the Physician's and Practice's employment agreement as of that date.



13. In the event there is an overpayment by Hospital for any reason during the Term of the Agreement, the Practice shall immediately upon demand repay to the Hospital all overpayment amounts, without set-off or counterclaim to Hospital. Practice and Physician shall be jointly and severally liable for all amounts due hereunder.
14. The Practice hereby represents and warrants as follows:
  - a. All financial information it has provided or will provide to Physician and Hospital concerning the Physician's salary is true and correct. The Practice acknowledges that the information provided is being relied upon by Physician and Hospital in determining the appropriate amount of financial assistance to be provided by Hospital to Physician pursuant to the terms of the Agreement.
15. The Practice agrees that any amounts, including but not limited to the Initial Salary Subsidy Payment and/or Salary Subsidy Payment(s), paid by Hospital to Physician under the Agreement (whether paid jointly to Practice and Physician or directly to Physician) will be passed directly through to or remain with the Physician, as applicable. The Practice also agrees that Practice will pay wages to Physician of at least the Base Salary Guarantee, inclusive of the Salary Subsidy payments, stated on the cover page of the Agreement.
16. The Practice hereby grants and conveys to Hospital a security interest in all its accounts receivable generated by Physician, and Hospital may perfect such security interest beginning as of the Physician's Practice Commencement Date and continuing through the Term of the Agreement should the Practice and or Physician breach any of the terms and conditions set forth herein.

E. Hospital's Salary Subsidy Payments

1. Beginning on the Practice Commencement Date, Hospital agrees to advance to Physician and jointly to Practice for the benefit of Physician, as set forth in Section E.5, certain amounts of money, which Hospital shall provide as a salary subsidy to subsidize Physician's salary during the Practice Commitment Period. The Total Salary Subsidy Amount for the Practice Commitment Period will be paid as an Initial Salary Subsidy Payment and/ or Salary Subsidy Payment(s) in an amount and manner during the Salary Subsidy Payment Period as described on the Cover Page hereof. All amounts advanced shall be on indebtedness owed jointly and severally by Physician and Practice to Hospital, unless forgiven as set forth herein.
2. Should the Physician fail to maintain a Full-time Private Practice of Medicine in the Community during the Salary Subsidy Payment Period, Hospital's obligation to fund the Initial Salary Subsidy Payment and/or the Salary Subsidy Payment(s) shall immediately cease and Physician and Practice shall immediately, without demand, pay to Hospital the Initial Salary Subsidy Payment and any Salary Subsidy Payment(s) amounts paid to or for the benefit of Physician to date.
3. Hospital agrees that it will forgive and cancel one twenty-fourth (1/24<sup>th</sup>) of Physician's debt to Hospital for each full calendar month Physician remains in the

Full-time Private Practice of Medicine, in Physician's Specialty, in the Community following the Salary Subsidy Payment Period. At the end of the Practice Commitment Period, provided Physician has maintained a Full-time Private Practice of Medicine, in Physician's Specialty, in the Community, Physician shall have fulfilled all of the terms of this Agreement and Physician's obligation to repay Hospital shall be completely cancelled.

4. In the event Physician fails to maintain a Full-time Private Practice of Medicine in the Community for the remainder of the Practice Commitment Period following the Salary Subsidy Payment Period, Physician shall immediately, upon demand, pay to Hospital the unamortized amount of the total of the Initial Salary Subsidy Payment and the Salary Subsidy Payment(s) amounts paid to Physician hereunder (amortized over the remaining Practice Commitment Period after the Salary Subsidy Payment Period at a monthly rate of one twenty-fourth (1/24th) of Physician's debt).
5. Hospital's Initial Salary Subsidy Payment and Salary Subsidy Payment(s) made pursuant to and in accordance with this Agreement shall be delivered directly to Physician and be payable jointly to the Practice and Physician and requires dual signature for proper negotiation. Hospital, Physician and Practice agree that any Initial Salary Subsidy Payment and Salary Subsidy Payment(s) are properly characterized as compensation to Physician in the year any such amount is paid to Physician, notwithstanding Physician's and/or Practice's obligation to reimburse Hospital for any such amount pursuant to the terms of this Agreement. The Initial Salary Subsidy Payment and Salary Subsidy Payment(s) paid jointly to the Practice and Physician under this Agreement will be reported to the IRS on Form 1099 to the Practice's tax ID number in the year the payments are made to Physician and on Physician's behalf. Upon termination of Physician's relationship with Practice during the Salary Subsidy Payment Period, for any reason whatsoever, in addition to the D.11 requirements set forth in Sections D.11, D.12 and D.13 above, (a) all payments that were made jointly to Practice will cease immediately and (b) any payments due hereunder will go directly to the Physician as long as Physician continues to maintain the Full-time Private Practice of Medicine in the Community.



F. Miscellaneous

1. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight courier such as Federal Express for overnight delivery, or deposit with certified, postage prepaid, return receipt requested, and addressed as to Hospital at Hospital's address with a copy to Hospital's Legal Counsel at Attn: Legal Department; 4000 Meridian Boulevard, Franklin, TN 37067 OR Attn: Legal Department; P.O. Box 689020, Franklin, TN 37068, to Practice at Practice's last known address, or to Physician at Physician's last known business address.
2. Any material breach of this Agreement by Physician or Practice, or a failure by Physician or Practice to fulfill any material provisions of this Agreement shall entitle Hospital, at its option, to terminate this Agreement immediately. In addition, Hospital may recover any payments as well as an amount equal to the value of any other assistance provided to Physician pursuant to this Agreement.
3. This Agreement shall be governed by and interpreted under the laws of state in which Hospital is located without taking into account the conflict of law principals. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement, whether in written or verbal form, shall be valid unless in each instance such amendment, alteration or modification is (a) expressed in a written instrument duly executed in the name of the Party or Parties making such amendment, alteration or modification and (b) review and approved in writing by the Division President of CHSPSC, LLC, the Employer's Management Company, and Hospital's in-house legal counsel. The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the Party to be charged. The failure of any Party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.
4. Attached to this Agreement (Exhibit A) is the Physician Start-Up Checklist. It is the responsibility of the Physician to complete this Checklist and submit to the Hospital by the tenth (10<sup>th</sup>) of each month beginning when Hospital signs this Agreement and continuing until Physician has commenced practice.
5. Physician and Practice agree that the Initial Salary Subsidy Payments and/or Salary Subsidy Payment(s) or any other payments due by Hospital under this Agreement may be reduced by any and all past due monies due and owing by Physician and/or Practice to Hospital, whether under this Agreement or any other agreement between the parties.
6. All parties agree that the agreement between Physician and Practice (whether employment or other agreement) must accompany this Recruitment Agreement and must be reviewed and approved by Hospital's corporate legal counsel prior to final execution of this Recruitment Agreement.

7. To the extent Physician can no longer maintain a Full-Time Private Practice of Medicine in the Community, during the Practice Commitment Period, because of medical reasons that are protected under federal or state law, Hospital, at Hospital's sole discretion, may suspend (a) any and all payments due hereunder and (b) the terms of the Agreement until Physician is able to maintain the Full-Time Private Practice of Medicine in the Community. Once Physician is able to return to the Full-Time Private Practice of Medicine in the Community, at the Hospital's sole discretion, the terms of the Agreement may continue in full force and effect, except that the length of time the Physician was unable to Practice the Full-Time Private Practice of Medicine in the Community will be calculated and the applicable dates and time frames set forth in the Agreement, including, but not limited to, the Salary Subsidy Payment Period, will automatically readjust to reflect the length of time that the payments due hereunder, if any, and the terms of the Agreement were suspended because the Physician was unable to maintain the Full-Time Private Practice of Medicine in the Community as set forth in this Section F.7. In addition, all payments due hereunder shall cease immediately upon the death or permanent disability of the Physician and the Physician's and/or Practice's obligation to repay to Hospital any amounts due hereunder shall be cancelled upon the death or permanent disability of Physician. Furthermore, all payments due hereunder shall cease immediately upon the termination of this Agreement due to the adoption of legislation or regulations and/or the initiation of an enforcement action by a governmental agency which materially affects the legality of this Agreement (as set forth in Section A.1 of this Agreement) and in such an event, the Physician's and/or Practice's obligation to repay any amount to Hospital, under this Agreement, hereunder shall be cancelled.
8. **THIS AGREEMENT SHALL NOT BE EFFECTIVE NOR LEGALLY BINDING ON PHYSICIAN OR HOSPITAL UNTIL IT HAS BEEN REVIEWED AND ELECTRONICALLY APPROVED BY A DIVISION PRESIDENT OF CHSPSC, LLC, HOSPITAL'S MANAGEMENT COMPANY, AND BY HOSPITAL'S IN-HOUSE LEGAL COUNSEL. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT IT IS ELECTRONICALLY APPROVED BY A DIVISION PRESIDENT OF CHSPSC, LLC, HOSPITAL'S MANAGEMENT COMPANY, AND ONLY AFTER IT IS ELECTRONICALLY APPROVED BY ALL OTHER APPROVERS.**



AGREEMENT RELEASE

I authorize the Hospital, its medical staff (if applicable) and representatives to consult with the administrators, and members of medical staffs of other hospitals or relevant institutions with which I have been associated and with others, including, but not limited to governmental and professional organizations, educational institutions and past and present malpractice insurance carriers, who may have information bearing on my professional competence, character, and ethical qualifications. I hereby further consent to their inspection of all records and documents, including criminal and credit checks, medical records at other hospitals, that may be material to an evaluation of my professional qualifications and competence to carry out the clinical privileges requested as well as my moral and ethical qualifications for staff membership.

I hereby release from liability all representatives of the Hospital, facility, and affiliates and its medical staff (if applicable) for their acts, performed in good faith and without intentional fraud, in connection with evaluating my application and my credentials and qualifications. I hereby release from any liability, all individuals and organizations who provide information to this hospital or its medical staff, in good faith and without intentional fraud, concerning my professional competence, ethics, character, and other qualifications for staff appointment and clinical privileges, and I hereby consent to the release of such information.

Kirk Kingard, DO  
Print Name  
[Signature]  
Signature  
[Redacted]  
Social Security Number  
[Redacted]  
Date of Birth  
KKingard@willowanesthesia.com  
Print Email Address  
2/14/17  
Date

Willow Pain and Wellness, LLC  
Transaction Detail By Account  
January 1, 2017 through October 1, 2018

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
Other Medical Income									
Stipend									
Deposit	03/16/2017			EXPRESS DE...		Willow Pain and...		13,750.00	13,750.00
Deposit	03/31/2017			EXPRESS DE...		Willow Pain and...		25,667.67	39,417.67
Deposit	04/10/2017			EXPRESS DE...		Willow Pain and...		25,667.67	65,085.34
Deposit	05/12/2017			EXPRESS DE...		Willow Pain and...		25,667.67	90,753.01
Deposit	06/27/2017			EXPRESS DE...		Willow Pain and...		25,667.67	116,420.68
Deposit	07/21/2017			EXPRESS DE...		Willow Pain and...		25,667.67	142,088.35
Deposit	08/14/2017			EXPRESS DE...		Willow Pain and...		25,667.67	167,756.02
Deposit	09/29/2017			EXPRESS DE...		Willow Pain and...		25,667.67	193,423.69
Deposit	10/24/2017			EXPRESS DE...		Willow Pain and...		25,667.67	219,091.36
Deposit	12/28/2017			EXPRESS DE...		Willow Pain and...		12,500.00	231,591.36
Deposit	01/23/2018			EXPRESS DE...		Willow Pain and...		13,167.67	244,759.03
Deposit	02/05/2018			EXPRESS DE...		Willow Pain and...		5,000.00	249,759.03
Deposit	02/12/2018			EXPRESS DE...		Willow Pain and...		5,000.00	254,759.03
Deposit	02/16/2018			EXPRESS DE...		Willow Pain and...		5,000.00	259,759.03
Deposit	02/23/2018			EXPRESS DE...		Willow Pain and...		5,000.00	264,759.03
Deposit	03/05/2018			EXPRESS DE...		Willow Pain and...		5,667.67	270,426.70
Deposit	03/19/2018			EXPRESS DE...		Willow Pain and...		5,000.00	275,426.70
Deposit	03/26/2018			EXPRESS DE...		Willow Pain and...		5,000.00	280,426.70
Deposit	04/04/2018			EXPRESS DE...		Willow Pain and...		5,667.67	286,094.37
Deposit	04/23/2018			EXPRESS DE...		Willow Pain and...		5,000.00	291,094.37
Deposit	05/22/2018			EXPRESS DE...		Willow Pain and...		5,000.00	296,094.37
Deposit	05/29/2018			EXPRESS DE...		Willow Pain and...		5,000.00	301,094.37
Total Stipend							0.00	301,094.37	301,094.37
Total Other Medical Income							0.00	301,094.37	301,094.37
TOTAL							0.00	301,094.37	301,094.37

Contract Amount: \$308,000.04  
Less: Payments: (\$301,094.37)  
Claim Amount: \$6,905.67



1:24 PM

10/01/18

Accrual Basis

**Willow Pain and Wellness, LLC**  
**Transaction Detail By Account**  
 January 1, 2017 through October 1, 2018

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
<b>Other Medical Income</b>									
<b>Stipend</b>									
Deposit	03/16/2017			EXPRESS DE...		Willow Pain and...		13,750.00	13,750.00
Deposit	03/31/2017			EXPRESS DE...		Willow Pain and...		25,667.67	39,417.67
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Deposit	09/29/2017			EXPRESS DE...		Willow Pain and...		25,667.67	193,423.69
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Deposit	01/23/2018			EXPRESS DE...		Willow Pain and...		13,167.67	244,759.03
Deposit	02/05/2018			EXPRESS DE...		Willow Pain and...		5,000.00	249,759.03
Deposit	02/12/2018			EXPRESS DE...		Willow Pain and...		5,000.00	254,759.03
Deposit	02/16/2018			EXPRESS DE...		Willow Pain and...		5,000.00	259,759.03
Deposit	02/23/2018			EXPRESS DE...		Willow Pain and...		5,000.00	264,759.03
Deposit	03/05/2018			EXPRESS DE...		Willow Pain and...		5,667.67	270,426.70
Deposit	03/19/2018			EXPRESS DE...		Willow Pain and...		5,000.00	275,426.70
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Deposit	04/04/2018			EXPRESS DE...		Willow Pain and...		5,667.67	286,094.37
Deposit	04/23/2018			EXPRESS DE...		Willow Pain and...		5,000.00	291,094.37
Deposit	05/22/2018			EXPRESS DE...		Willow Pain and...		5,000.00	296,094.37
Deposit	05/29/2018			EXPRESS DE...		Willow Pain and...		5,000.00	301,094.37
<b>Total Stipend</b>							0.00	301,094.37	301,094.37
<b>Total Other Medical Income</b>							0.00	301,094.37	301,094.37
<b>TOTAL</b>							0.00	301,094.37	301,094.37

October 11, 2018

DELIVERY VIA CERTIFIED US MAIL

US Bankruptcy Court  
Middle District of Tennessee  
701 Broadway, 1<sup>st</sup> Floor  
Nashville, TN 37203

**RE: Proof of Claim- Case No: 3:18-bk-05676  
Batesville Regional Medical Center, Inc.**

Dear Sir or Madam:

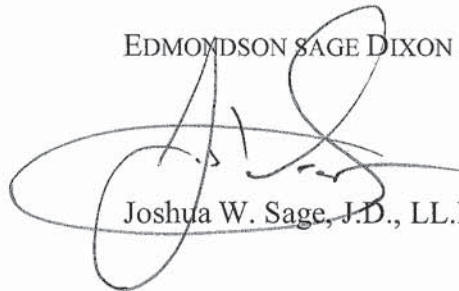
Please find attached the Proof of Claim for Willow Pain & Wellness, LLC for filing in the Batesville Regional Medical Center Inc. bankruptcy case (Case Number: 3:18-bk-05676).

After attempting to electronically file online, the ePOC system returned an error stating that we must file in the lead case. However, the August 29, 2018 Joint Administration Order from the Bankruptcy Court (Docket No. 59 in the lead case – 3:18-bk-05665) states that “*any creditor filing a proof of claim against any Debtor shall file such proof of claim in the Chapter 11 Case of each Debtor to which such claim relates.*”

Please feel free to contact my office if there are any questions or further instructions with respect to this filing.

Sincerely,

EDMONDSON SAGE DIXON PLLC



Joshua W. Sage, J.D., LL.M.



# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05676 Batesville Regional Medical Center Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6731418)  
WILLOW PAIN AND  
WELLNESS  
2704 WEST OXFORD LOOP  
SUITE 117  
OXFORD, MS 38655

**Claim No: 8**  
*Original Filed*  
*Date:* 10/15/2018  
*Original Entered*  
*Date:* 10/15/2018

*Status:*  
*Filed by:* CR  
*Entered by:* Intake2  
*Modified:*

Amount claimed: \$6905.67

*History:*

[Details](#) [8-1](#) 10/15/2018 Claim #8 filed by WILLOW PAIN AND WELLNESS, Amount claimed: \$6905.67 (Intake2)

*Description:* (8-1) SERVICES PERFORMED

*Remarks:*

### Claims Register Summary

**Case Name:** Batesville Regional Medical Center Inc.

**Case Number:** 3:18-bk-05676

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$6905.67
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		