

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: January 16, 2019
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: January 29, 2019 at
9:00 AM Central Standard Time in Courtroom 2, 2nd Floor Customs House, 701
Broadway, Nashville, TN 37203.

NOTICE OF MOTION

PLEASE TAKE NOTICE that on December 26, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed their **MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO ENTER INTO THE SIXTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT EFFECTIVE JANUARY 1, 2019, AND (II) GRANTING RELATED RELIEF** (the “**Motion**”), attached hereto.

PLEASE TAKE FURTHER NOTICE that if a response is timely filed, a hearing on the Motion will be held on **January 29, 2019 at 9:00 AM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **January 16, 2019**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE. If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

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**IN THE UNITED STATES BANKRUPTCY COURT
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In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO
ENTER INTO THE SIXTH AMENDMENT TO HOSPITAL MANAGEMENT
AGREEMENT EFFECTIVE JANUARY 1, 2019, AND (II) GRANTING RELATED
RELIEF**

By this motion (the “**Motion**”), the above-captioned debtors and debtors in possession (the “**Debtors**”) seek entry of an order (the “**Proposed Order**”) attached hereto as Exhibit A, pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 9013-1 of the Local Rules of the Bankruptcy Court for the Middle District of Tennessee (the “**Local Rules**”) authorizing the Debtors to enter into that certain Sixth Amendment to Hospital Management Agreement with Strategic Healthcare Resources, LLC (the “**Manager**”) effective January 1, 2019. In support of this Motion, the Debtors respectfully state as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Middle District of Tennessee (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

GENERAL BACKGROUND

4. On August 24, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with this Court commencing the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). The general factual background regarding the Debtors, including their business operations, debt structure, and the events leading to the filing of the Chapter 11 Cases is set forth in detail in the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) [Docket No. 49] and fully incorporated herein by reference.

5. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

6. On August 29, 2018, the Court entered an order authorizing the joint administration of the Chapter 11 Cases [Docket No. 59].

7. Support for this Motion is set forth in detail in the *Declaration of Tim Brown, Chief Financial Officer of Curae Health, Inc., in Support of Debtors’ Motion* the (“**Brown Declaration**”), attached hereto as Exhibit B.

HOSPITAL MANAGEMENT AGREEMENT

8. As of the Petition Date, the Debtors operated three hospitals² in Mississippi that provide much needed inpatient and outpatient medical services to their respective communities (each a “**Hospital**”, and collectively, the “**Hospitals**”).

9. Debtor Curae Health, Inc. (“**Curae**”) and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, as amended by that certain Third Amendment to Hospital Management Agreement, dated May 1, 2017, as amended by that certain Fourth Amendment to Hospital Management Agreement, dated November 1, 2017, and as further amended by that certain Fifth Amendment to Hospital Management Agreement, dated June 1, 2018 (collectively, the “**Agreement**”), attached hereto as Exhibit C, under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the “**Management Services**”).

10. In consideration for providing the Management Services, Curae pays the Manager a monthly management fee, which is calculated as a percentage of the Debtors’ net revenue. Prior to December 2018, the monthly management fee was approximately \$47,000.00.

11. Debtors filed these Chapter 11 Cases to, *inter alia*, keep the Hospitals open for the benefit of their respective communities and transition operations of the Hospitals to new

² In addition to the three Debtor-run Hospitals, as of the Petition Date, Debtor Curae Health, Inc. was the sole member and sponsor of the non-debtor affiliate Russellville Hospital, Inc. which operated a hospital in Russellville, Alabama. On November 30, 2018, the Court entered the *Expedited Order (I) Authorizing the Debtors to Enter into the Member Substitution Agreement with Respect to the Russellville Hospital and (II) Granting Related Relief* [Docket No. 511] (the “**Russellville Order**”), pursuant to which the Court authorized the Debtors to enter into the Member Substitution Agreement with Dava Foundation, Inc and transition operations of the Russellville Hospital.

operators. With the help of the Manager, Debtors have made significant progress towards achieving those objectives in the first four months of these Chapter 11 Cases. Since the Petition Date, the Debtors have obtained court approval of the sale of one of the Debtors' Hospitals, obtained court approval of the bidding procedures for one of the Debtors' Hospitals, and transitioned operations of the remaining Hospital to a new operator on an interim basis. However, by selling the Debtors' assets and transferring operations of the Hospitals, Debtors' net revenue has and will continue to decline significantly, causing the monthly management fee to also decline.

12. The Management Services are critical to the success and administration of the Debtors' Chapter 11 Cases. Because the sale and transition of the Debtors' Hospitals affects the calculation of the monthly management fee, Curae and the Manager seek to enter into that certain Sixth Amendment to Hospital Management Agreement (the "**Sixth Amendment**"), attached hereto as Exhibit D, to allow the Manager to, *inter alia*, continue assisting the Debtors with the Chapter 11 Cases, transitioning the Hospitals, and winding down the Debtors' businesses in an orderly manner.

13. Pursuant to the Sixth Amendment, Manager will provide Mr. Stephen N. Clapp to continue as President/CEO of Curae Health, support the transaction closings, oversee the wind-down of the Curae corporate offices including lease and asset disposition, and oversee any bankruptcy court activities related to Curae. Additionally, Manager may, at its discretion, provide the services of one additional Business Analyst, as needed, at Manager's expense.

14. For the Management Services rendered pursuant to the Sixth Amendment, Curae proposes to pay Manager a fixed fee of forty thousand dollars (\$40,000.00) per month due on or before the 10th day of each month beginning with January 10, 2019 (the "**Management Fee**"). If

Curae desires to have Manager provide any additional services after the Agreement has been terminated, the parties will negotiate in good faith regarding the scope of additional services and the amount to be paid for those services.

15. The Debtors believe that the Management Services are critical and necessary to the success of these Chapter 11 Cases and the Management Fee is reasonable under the circumstances.

RELIEF REQUESTED

16. By this Motion, the Debtors seek (I) to enter into the Sixth Amendment effective January 1, 2019, and (II) necessary related relief.

BASIS FOR RELIEF

I. Entering into the Sixth Amendment Is a Sound Exercise of the Debtors' Business Judgment and Is in the Best Interests of the Debtors' Estates

17. The decision to enter into the Sixth Amendment is arguably a transaction outside the ordinary course of business for which court approval in accordance with section 363(b) of the Bankruptcy Code is required. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate" 11 U.S.C. § 363(b).

18. In reviewing a debtor's decision to use estate property pursuant to section 363 of the Bankruptcy Code, courts have routinely held that if such use represents reasonable business judgment on the part of the debtor, such use should be approved. *See In re Lionel Corp.*, 722 F.2d 1063, 1070–71 (2d Cir. 1983) (requiring a "good business reason" to approve a transaction under section 363). "Ordinarily, the position of the trustee is afforded deference, particularly where business judgment is entailed in the analysis or where there is no objection." *In re Lahijani*, 325 B.R. 282, 289 (9th Cir. B.A.P. 2005).

19. Courts emphasize that the business judgment rule is not an onerous standard and may be satisfied “as long as the proposed transaction appears to enhance the debtor’s estate.” *In re Food Barn Stores, Inc.*, 107 F.3d 558, 566 n.16 (8th Cir. 1997); *accord In re AbitibiBowater*, 418 B.R. 815, 831 (Banks. D. Del. 2009) (the business judgment standard is “not a difficult standard to satisfy”). Under the business judgment rule, “management of a corporation’s affairs is placed in the hands of its board of directors and officers, and the Court should interfere with their decisions only if it is made clear that those decisions are, *inter alia*, clearly erroneous, made arbitrarily, are in breach of the officers’ and directors’ fiduciary duty to the corporation, are made on the basis of inadequate information or study, are made in bad faith, or are in violation of the Bankruptcy Code.” *In re Farmland Indus., Inc.*, 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003) (citing *In re United Artists Theatre Co.*, 315 F.3d 217, 233 (3d Cir. 2003); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re Defender Drug Stores, Inc.*, 145 B.R. 312, 317 (9th Cir. B.A.P. 1992)).

20. Here, the Debtors have determined in their business judgment that it is prudent to enter into the Sixth Amendment with Manager. The Management Services are critical to the success and administration of the Debtors’ Chapter 11 Cases. Due to the complexity of the Chapter 11 Cases and Debtors’ businesses, Debtors require the Management Services to permit the Debtors to pursue their objectives in the Chapter 11 Cases, including transitioning the operations of the Hospitals to new operators and winding down their businesses in an orderly manner. The Debtors submit that the Management Fee is reasonable considering the complexity of the Chapter 11 Cases and the broad scope of the Management Services. The Debtors further submit that entering into the Sixth Amendment is within the sound business judgment of the Debtors and is in the best interests of the Debtors’ estates.

NOTICE

21. Concurrently with the filing of this Motion, the Debtors shall provide notice of this Motion to: (a) the Office of the United States Trustee for the Middle District of Tennessee; (b) Centers for Medicare and Medicaid Services; (c) State of Tennessee Department of Health Division of Licensure and Regulation Office of Health Care Facilities; (d) Mississippi State Department of Health; (e) counsel to the official committee of unsecured creditors established in these cases pursuant to Section 1102 of the Bankruptcy Code; (f) ServisFirst Bank and its counsel; (g) Midcap Financial Trust and its counsel; (h) CHS/Community Health Systems, Inc. and its counsel (i) all Tennessee local counsel having entered a notice of appearance in these cases; (j) the Internal Revenue Service; (k) the Tennessee Attorney General's Office; (l) the Mississippi Attorney General's Office; (m) the Tennessee Secretary of State; (n) the patient care ombudsman and her proposed counsel; (o) Strategic Healthcare Resources, LLC and its counsel; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. Service is being executed via the Court's CM/ECF system, email, hand delivery, and/or overnight mail.

WHEREFORE, the Debtors respectfully request that the Court grant the relief sought herein and such other and further relief as the Court may deem proper.

Dated: December 26, 2018
Nashville, Tennessee

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

David E. Gordon (*Admitted Pro Hac Vice*)
Caryn E. Wang (*Admitted Pro Hac Vice*)
1201 West Peachtree Street NW
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dgordon@polsinelli.com
cewang@polsinelli.com

*Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
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)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**ORDER AUTHORIZING (I) DEBTORS TO ENTER INTO THE SIXTH AMENDMENT
TO HOSPITAL MANAGEMENT AGREEMENT EFFECTIVE JANUARY 1, 2019, AND
(II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, (I) authorizing the Debtors to enter into that certain Sixth Amendment to Hospital Management Agreement with Strategic Healthcare Resources, LLC (the “**Manager**”) effective January 1, 2019, and (II) granting related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given pursuant to Local Rule 9013-1; and it

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth below.
2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors are authorized, but not directed, to enter into the Sixth Amendment annexed to the Motion as Exhibit D and pay the Management Fee as required under the Sixth Amendment. Upon execution of the Sixth Amendment, the Sixth Amendment shall be effective as of January 1, 2019.
3. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors, (b) constitute a waiver of the Debtors' rights to dispute any claim, or (c) constitute an assumption or rejection of any executory contract or lease of the Debtors.
4. The fourteen (14) day stays imposed by Rules 6004(h) and 6006(d) of the Bankruptcy Rules are waived with respect to this order, and this order shall take effect immediately upon its entry.
5. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the Notice Parties provided in the Motion.
6. The Debtors are authorized, but not directed, to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

This Order Was Signed And Entered Electronically As Indicated At The Top Of The First Page

APPROVED FOR ENTRY:

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

David E. Gordon (Admitted *Pro Hac Vice*)
Caryn E. Wang (Admitted *Pro Hac Vice*)
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cewang@polsinelli.com

*Counsel to the Debtors and
Debtors in Possession*

EXHIBIT B

Brown Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
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Debtors.)	Jointly Administered

DECLARATION OF TIM BROWN IN SUPPORT OF DEBTORS' MOTION

Pursuant to 28 U.S.C. § 1764, Tim Brown, declares as follows under the penalty of perjury:

1. I am the Chief Financial Officer (“**CFO**”) of Curae Health, Inc. (“**Curae**” or “**the Company**”), a Tennessee nonprofit corporation. Curae is the sole member and sponsoring organization of Amory Regional Medical Center, Inc. (“**Amory**”); Batesville Regional Medical Center, Inc. (“**Batesville**”); and Clarksdale Regional Medical Center, Inc. (“**Clarksdale**”). Amory, Batesville, and Clarksdale are each the sole member of a physician entity as follows: Amory is the sole member of Amory Regional Physicians, LLC (“**Amory Physicians**”); Batesville is the sole member of Batesville Regional Physicians, LLC (“**Batesville Physicians**”); Clarksdale is the sole member of Clarksdale Regional Physicians, LLC (“**Clarksdale Physicians**”). Curae, Amory, Batesville, Clarksdale, Amory Physicians, Batesville Physicians, and Clarksdale Physicians are the debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and shall be collectively referred to herein as the

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“**Debtors**” or the “**Company**”. I am authorized to submit this declaration (the “**Declaration**”) on behalf of the Debtors.

2. I have served as CFO of Curae since it was formed in 2014. I am familiar with the Debtors’ business operations, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from other employees, agents, attorneys, and advisors, the accuracy and completeness of which information I relied upon to provide this Declaration.

3. References to the Bankruptcy Code (as hereafter defined), the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on the explanation provided by, and the advice of, counsel. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

4. I submit this Declaration on behalf of the Debtors in support of the *DEBTORS’ MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO ENTER INTO THE SIXTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT EFFECTIVE JANUARY 1, 2019, AND (II) GRANTING RELATED RELIEF* (the “**Motion**”).

5. As of the Petition Date, the Debtors operated three hospitals² in Mississippi that provide much needed inpatient and outpatient medical services to their respective communities (each a “**Hospital**”, and collectively, the “**Hospitals**”).

² In addition to the three Debtor-run Hospitals, as of the Petition Date, Debtor Curae Health, Inc. was the sole member and sponsor of the non-debtor affiliate Russellville Hospital, Inc. which operated a hospital in Russellville, Alabama. On November 30, 2018, the Court entered the *Expedited Order (I) Authorizing the Debtors to Enter into the Member Substitution Agreement with Respect to the Russellville Hospital and (II) Granting Related Relief* [Docket No. 511] (the “**Russellville Order**”), pursuant to which the Court authorized the Debtors to enter into the Member Substitution Agreement with Dava Foundation, Inc and transition operations of the Russellville Hospital.

6. Debtor Curae Health, Inc. (“**Curae**”) and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, as amended by that certain Third Amendment to Hospital Management Agreement, dated May 1, 2017, as amended by that certain Fourth Amendment to Hospital Management Agreement, dated November 1, 2017, and as further amended by that certain Fifth Amendment to Hospital Management Agreement, dated June 1, 2018 (collectively, the “**Agreement**”), under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the “**Management Services**”).

7. In consideration for providing the Management Services, Curae pays the Manager a monthly management fee, which is calculated as a percentage of the net revenue of Curae. Prior to December 2018, the monthly management fee was approximately \$47,000.00.

8. Debtors filed these Chapter 11 Cases to, *inter alia*, keep the Hospitals open for the benefit of their respective communities and transition operations of the Hospitals to new operators. With the help of the Manager, Debtors have made significant progress towards achieving those objectives in the first four months of these Chapter 11 Cases. Since the Petition Date, the Debtors have obtained court approval of the sale of one of the Debtors’ Hospitals, obtained court approval of the bidding procedures for one of the Debtors’ Hospitals, and transitioned operations of the remaining Hospital to a new operator on an interim basis. However, by selling the Debtors’ assets and transferring operations of the Hospitals, Curae’s net

revenue has and will continue to decline significantly, causing the monthly management fee to also decline.

9. The Management Services are critical to the success and administration of the Debtors' Chapter 11 Cases. Because the sale and transition of the Debtors' Hospitals affects the calculation of the monthly management fee, Curae and the Manager seek to enter into that certain Sixth Amendment to Hospital Management Agreement (the "**Sixth Amendment**"), attached to the Motion as Exhibit D, to allow the Manager to, *inter alia*, continue assisting the Debtors with the Chapter 11 Cases and the orderly wind-down of Debtors' businesses.

10. Pursuant to the Sixth Amendment, Manager will provide Mr. Stephen N. Clapp to continue as President/CEO of Curae Health, support the transaction closings including assisting potential bidders in obtaining information to increase bid amounts, oversee the wind-down of the Curae corporate offices including lease and asset disposition, and oversee any bankruptcy court activities related to Curae. Additionally, Manager may at its discretion provide the services of one additional Business Analyst, as needed, at Manager's expense.

11. For the Management Services rendered pursuant to the Sixth Amendment, Curae proposes to pay Manager a fee of forty thousand dollars (\$40,000.00) per month due on or before the 10th day of each month beginning with January 10, 2019 (the "**Management Fee**"). If Curae desires to have Manager provide any additional services after the Agreement has been terminated, the parties will negotiate in good faith regarding the scope of additional services and the amount to be paid for those services.

12. I believe that the Management Services are critical and necessary to the success of these Chapter 11 Cases and the Management Fee is reasonable under the circumstances. Debtors require the Management Services to permit the Debtors to pursue their objectives in the Chapter

11 Cases, including transitioning the operations of the Hospitals to new operators and winding down their businesses in an orderly manner. I further believe that entering into the Sixth Amendment is in the best interests of the Debtors' estates.

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

[Signature on Following Page]

Executed this 21st day of December, 2018.

Curae Health, Inc.
Amory Regional Medical Center, Inc.,
Batesville Regional Medical Center, Inc.,
Clarksdale Regional Medical Center, Inc.
Amory Regional Physicians, LLC
Batesville Regional Physicians, LLC
Clarksdale Regional Physicians, LLC

Debtors and Debtors in Possession



Tim Brown
Chief Financial Officer of Curae Health, Inc.

EXHIBIT C

The Agreement

HOSPITAL MANAGEMENT AGREEMENT

THIS HOSPITAL MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this 31st day of December, 2014, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the "Manager"), and Curae Health, Inc., a Tennessee nonprofit corporation ("Curae Health").

WITNESSETH:

WHEREAS, Curae Health is a Tennessee nonprofit corporation and is the sole member of Lakeland Community Hospital, Inc., d/b/a Lakeland Medical Center, Inc., a Tennessee nonprofit corporation ("Lakeland"), Northwest Medical Center, Inc., a Tennessee nonprofit corporation ("Northwest"), and Russellville Hospital, Inc., d/b/a Russellville Medical Center, Inc., a Tennessee nonprofit corporation ("Russellville," and collectively with Lakeland and Northwest, the "Supported Organizations"), all of which are exempt from federal taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Supported Organizations each operate an acute care hospital and certain other healthcare related facilities (the "Hospitals");

WHEREAS, Curae Health desires to retain Manager for the purpose of rendering management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the operation of the Hospitals on the basis hereinafter set forth, subject to the policies established by Curae Health;

WHEREAS, Manager shall provide those management services that are set forth in more detail in this Agreement for the account of, and as an agent of, Curae Health;

WHEREAS, Curae Health and Manager wish to set forth the terms and conditions for the rendering of the management services to the Hospitals.

NOW, THEREFORE, in consideration of the foregoing, of the mutual premises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I ENGAGEMENT OF MANAGEMENT SERVICES

Curae Health hereby engages Manager to provide, and Manager agrees to provide, a full range of day-to-day operational and administrative senior-level management services, including the appointment of management personnel at each of the Hospitals and other healthcare facilities and businesses of Curae Health, as set forth in this Agreement (collectively, the "Management Services") to Curae Health, the Supported Organizations, the Hospitals, and any businesses ancillary thereto (the businesses conducted at and by the Hospital

and its subsidiaries shall be referred to herein collectively as the “Business”) upon those terms and conditions hereinafter set forth.

ARTICLE II RETENTION OF CONTROL

Section 2.1 Curae Health shall retain all powers incident to ownership of the Hospitals including, without limiting the following: (a) appointing members to the medical staff, (b) establishing policies regarding the admission of patients, and (c) determining the general and fiscal policies of the Hospitals. Notwithstanding the above, and unless otherwise required by applicable state licensure laws and regulations, the policies and procedures of the Hospitals shall, to the extent practical, be consistent with the policies and procedures of Curae Health. The Supported Organizations shall be and shall remain the owners and holders of all licenses, contracts, certificates, and accreditations and shall be the “provider of services” within the meaning of any third-party contracts for services. It shall be the sole responsibility of Curae Health to ensure that the Hospitals comply with all pertinent provisions of federal, state, and local statutes, rules, and regulations. All matters requiring the professional medical judgment of a provider shall remain the responsibility of the Hospitals’ medical staff and other health professionals. Manager shall have no responsibility whatsoever to exercise any professional medical judgment, whether reserved by law to licensed physicians or other health care professionals on the Hospitals’ medical staff or otherwise.

Section 2.2 Curae Health shall conduct all of its relationships with providers, including the Hospitals’ medical staff and other healthcare professionals, in full compliance with all applicable laws and regulations. Curae Health covenants and agrees that prior to admitting a new member to the medical staff, contracting with a health professional, or entering into a new agreement with a contractor, Curae Health will conduct appropriate credentialing of those providers, including, but not limited to, taking reasonable steps to determine whether those providers have ever been included on the Office of Inspector General’s “exclusion list” of providers sanctioned, suspended, or excluded from participation in a federal or state health care program.

Section 2.3 Nothing in this Agreement is intended to alter, weaken, displace, or modify the ultimate authority of the Board of Directors of Curae Health (the “Board”) as set forth in the Bylaws of Curae Health, Inc. (the “Bylaws”).

Section 2.4 Manager acknowledges and agrees that certain authority of Manager and its authorization to act on behalf of Curae Health is expressly conditioned on the consent and approval of the Board as set forth in this Agreement and in the Bylaws as they may be amended from time to time. Manager acknowledges that Manager has received a copy of the Bylaws and is knowledgeable of its contents.

Section 2.5 Manager shall provide the Board with monthly financial reports, employment reports, operating reports, and such other reports as the Board may reasonably request for each of the Hospitals. As soon as is reasonably possible, Manager shall advise the

Board of a change in the management of a Hospital or of a Curae Health executive and the plan for interim management and replacement.

Section 2.6 In exercising its duties hereunder, Manager shall use commercially reasonable efforts to conduct the business and operations of the Hospitals in such a manner as set forth in the Bylaws.

ARTICLE III MANAGEMENT SERVICES

Subject to the provisions of Article II and the financial resources of Curae Health, Manager will render (or shall arrange through its affiliates to render) the Management Services to the Hospitals as set forth on Exhibit A, attached hereto and incorporated herein by reference. Manager shall discharge its duties pursuant to this Agreement in good faith and in the manner Manager reasonably believes to be in the best interests of the Hospitals. In discharging its duties hereunder, Manager is entitled to rely on information, opinions, reports, or statements prepared or presented by legal counsel, certified public accountants, or other persons on matters Manager reasonably believes are within the person's professional or expert competence.

ARTICLE IV STRATEGIC HEALTHCARE RESOURCES SENIOR MANAGEMENT

During the term of this Agreement, Manager will make available to Curae Health the services of certain employees, independent contractors, or affiliates of Manager ("SHR Senior Management") sufficient to provide the Management Services. SHR Senior Management shall provide corporate-wide senior management and oversight to Curae Health, the Hospitals, and other related healthcare facilities. The Management Fee shall include the services of SHR Senior Management. A list of the initial SHR Senior Management staff is attached hereto as Exhibit B. Manager shall have the right to manage, reassign, terminate, and determine the salary and benefits of SHR Senior Management. Manager shall have the right to control and direct SHR Senior Management as to the performance of duties and as to the means by which such duties are performed. Nothing herein is intended to affect Manager's status as an employer of or contractor with SHR Senior Management during the term of this Agreement.

ARTICLE V CURAE CONSULTANTS

Manager shall engage, for and on behalf of Curae Health, such outside consultant(s) as Manager, from time to time, may consider reasonably necessary and appropriate for special expertise and services outside the scope of the Management Services. Such consultant(s) may include any attorney, accountant, financial consultant, reimbursement consultant, physician and nurse reviewer, corporate compliance consultant, planner, marketing consultant, personnel staffing consultant, architect, contractor, and other consultant. Curae Health shall bear the fees and expenses incurred for the services of such consultants, unless the services of such consultants are required to be provided by Manager under this Agreement. All consulting

services provided hereunder shall be provided on terms that are fair and reasonable, and any agreement with any affiliate of Manager shall be subject to approval of the Board.

ARTICLE VI LEGAL ACTIONS

Section 6.1 Manager shall advise and assist Curae Health in instituting or defending, as the case may be, in the name of Curae Health and/or Manager, all actions arising out of the operation of the Hospitals and any and all legal actions or proceedings relating to the Hospitals and operations therefrom to which either Curae Health or Manager is a named or threatened party. Manager also shall assist Curae Health in taking such actions as are necessary to protest, arbitrate, or litigate to a final decision in any appropriate court or forum any violation, penalty, sanction, order, rule, or regulation affecting the Hospitals.

Section 6.2 Manager has access to attorneys who may be consulted by Curae Health on legal issues relating to the Hospitals as reasonably necessary. The costs of outside counsel are not included in the Management Fee and will be billed to the Hospital incurring such legal expense. In general, the Management Fee does not include litigation costs, legal assistance with human resources, employee actions, labor relations, OSHA, Medicare, Medicaid, CHAMPUS, acquisition and development projects, tax, environmental, and antitrust issues.

ARTICLE VII TERM

Subject to Article VIII, the term of this Agreement shall commence on January 1, 2015, and shall expire on December 31, 2018 (the "Initial Term"). This Agreement shall automatically renew for successive twenty-four (24) month periods upon the expiration of the Initial Term and each succeeding term thereafter (each, an "Extended Term"). Either party may terminate this Agreement at the end of the Initial Term or any Extended Term upon not less than twelve (12) months advance written notice to the other party of such termination. As used herein, "Term" shall mean the Initial Term and any Extended Term.

ARTICLE VIII DEFAULT AND TERMINATION

Section 8.1 It shall be an event of default ("Event of Default") hereunder:

(a) If Curae Health shall fail to make or cause to be made any payment to Manager required to be made hereunder, or shall fail to make any payment pursuant to any other agreement between the parties, and such failure shall continue for thirty (30) days after notice thereof has been given to Curae Health.

(b) If Manager shall fail to perform in any material respect the terms of this Agreement to Curae Health, and such failure shall not be cured: (i) within thirty (30) days after written notice thereof by Curae Health to Manager if such failure is capable of cure within such period; or (ii) within a reasonable period of time for cure (not to exceed ninety (90) days) if such

failure cannot reasonably be cured within such thirty (30)-day period, provided Manager commences its curative actions within such thirty (30)-day period and proceeds diligently to cure thereafter (in which event, Manager shall have a reasonable time beyond such thirty (30)-day period but not more than ninety (90) days to complete its cure).

(c) If Manager or any affiliates of Manager, in the course of providing the Management Services or any other services performed hereunder, jeopardizes or negatively affects Curae Health or the Supported Organizations' tax-exempt status under Section 501(c)(3) of the Code.

(d) If either Curae Health or Manager shall apply for or consent to the appointment of a receiver, trustee, or liquidator of such part or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent, and such order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

Section 8.2 If any Event of Default by Curae Health or Manager listed in Section 8.1 above shall occur, the non-defaulting party may forthwith terminate this Agreement, (which termination may be declared on behalf of Curae Health by the Board), and neither party shall have any further obligations whatsoever under this Agreement, except those provided under the provisions of Article XII and Section 13.7 hereof.

Section 8.3 Upon termination hereof, Manager's obligations to perform services hereunder shall completely cease; provided, however, that Curae Health and Manager shall perform such matters as are necessary to wind up their activities under this Agreement in an orderly manner. In the event of termination of this Agreement, Manager also shall turn over to Curae Health as soon as possible any and all information related to Curae Health's receivables, ledgers, and other business records which are then in Manager's possession, and shall provide an accounting of Net Revenue (as hereinafter defined) upon which the Management Fee has been calculated up to the date of termination. Manager shall be entitled upon termination of this Agreement to receive payment of all amounts theretofore unpaid, which have been earned and are due to Manager through the date of termination.

ARTICLE IX MANAGEMENT FEES

Section 9.1 Management Fee. For the Management Services rendered hereunder, Curae Health shall pay Manager a fee equal to 2.25% of the Net Revenue (as defined below) accrued by Curae Health from the operation of the Business (the "Management Fee"), unless otherwise amended by mutual agreement of the parties. In the event of a Material Change (as defined below) in the type or level of services to be provided by Manager, the parties shall

negotiate with each other in good faith with respect to a corresponding change in the Management Fee. Any such amendment shall be in writing and signed by each of the parties hereto. The Management Fee, together with all reimbursable expenses (as described below), shall be paid monthly no later than the fifth (5th) day of the month, following the month in which the fee was earned or the expenses were incurred. In the event the positions of Graphic Designer and Director of Marketing are not filled as of the inception of this Agreement, the Management Fee shall be reduced to 1.9% of Net Revenue until such positions are filled.

For purposes of this Section 9.1, "Net Revenue" shall mean the total operating revenue of Curae Health, net of revenue deductions, which include contractual allowances, discounts, and other uncollectible amounts, all as determined under the accrual method of accounting in accordance with generally accepted accounting principles.

For the purposes of this Section 9.1, "Material Change" shall mean a decrease, increase, or substantial change in the (1) amount or level of Management Services required to be provided by Manager; (2) amount of senior management personnel Manager provides to Curae Health, the Hospitals, and other healthcare facilities and businesses of Curae Health, including but not limited to, the Hospital CEO/administrator; or (3) number of hospitals, healthcare facilities, subsidiaries, lines of business, or services offered by Curae.

Section 9.2 Reimbursable Expenses. In addition to the Management Fee, Curae Health shall reimburse Manager for its reasonable out-of-pocket expenses, including but not limited to travel, meals, lodging, fees to third parties, data processing services, outside counsel fees, audits and consulting fees, and other reasonable expenses incurred by or on behalf of Manager in connection with its provision of the Management Services, pursuant to this Agreement.

In the event that Manager has to provide personnel on an interim basis to serve as an administrator, CEO, officer, or other management level employee ordinarily employed or provided by the Hospitals (the "Interim Officer"), Curae Health shall reimburse Manager an amount equal to the fair market value of such Interim Officer's services, including salary and expenses incurred during performance of the interim duties, including but not limited to travel, meals, and lodging for the period in which the Interim Officer served in such position for the Hospital.

Section 9.3 Other Reimbursable Activities. At Curae Health's request, Manager may also provide other services, which are outside the scope of this Agreement. In such event, Curae Health shall reimburse Manager for the reasonable expenses incurred in providing these services in an amount equal to Manager's direct cost plus twenty percent (20%), unless otherwise agreed to in writing.

ARTICLE X AUTONOMY OF PARTIES

Manager and Curae Health shall not, by virtue of this Agreement, be deemed partners or joint venturers, nor shall either party be deemed to be the partner, joint venturer, agent, or

employee of the other party. Manager shall not, by entering into and performing this Agreement, incur any liability for any of the existing obligations, liabilities, or debts of Curae Health, and Manager shall not, by acting hereunder, assume or become liable for any of the future obligations, debts, or liabilities of Curae Health. Manager's only authority and responsibility pursuant to this Agreement is to consult with specified parties on request and make recommendations to the appropriate officers, management personnel, and employees of Curae Health. All of Manager's employees, representatives, and agents shall act at the ultimate direction of Manager. Curae Health shall retain the full legal authority and responsibility for the ownership, management, and operation of Curae Health and the Supported Organizations. Under no circumstances shall any SHR Senior Management, special consultant, or contractor provided by Manager, pursuant to this Agreement, be considered an employee of Curae Health.

ARTICLE XI CONFIDENTIALITY

Section 11.1 Confidential Information. "Confidential Information" means, with respect to a party, the (i) terms of this Agreement; (ii) any information that individually, or as compiled, constitutes confidential, proprietary, or trade secret information developed by or on behalf of that party; (iii) any confidential or proprietary information disclosed by or on behalf of that party to the other party in written, electronic, or other form; and (iv) any confidential or proprietary information of that party that is discovered by the other party in connection with its performance under this Agreement. For these purposes, Curae Health Confidential Information includes information pertaining to any of the Hospitals. The obligations of the parties under this Article XI do not apply to information that, at the time of disclosure to a party, was in the public domain or subsequently becomes part of the public domain through no breach of this Agreement.

Section 11.2 General Confidentiality.

(a) Except as required by law or as necessary to perform its obligations under this Agreement, Manager shall not disclose or use any Confidential Information belonging to Curae Health without the prior written consent of Curae Health.

(b) Except as required by law or as necessary to perform its obligations under this Agreement, Curae Health shall not disclose or use any Confidential Information belonging to Manager without the prior written consent of Manager.

Section 11.3 Remedies. The parties acknowledge that recovery of damages may not be an adequate means to redress a breach of this Article XI. If a party commits a breach of this Article XI, then the other party may pursue equitable relief including a temporary restraining order and an injunction. This section is to be construed to permit a party to pursue any remedies in addition to equitable relief, including recovery of damages. This Article XI and the rights and obligations of the parties hereunder will survive the expiration or termination of this Agreement.

ARTICLE XII INDEMNIFICATION

Curae Health shall indemnify and hold harmless Manager and its agents and employees of and from any claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the costs of defending any such claims, liabilities, and demands, including without limitation, attorneys' and accountants' fees, arising in connection with the Management Services; provided, however, that Curae Health shall not be required to indemnify or hold harmless Manager from any claims, losses, liabilities, or demands which arise from actions (or failures to act), which are performed in bad faith and which arise out of willful misconduct, gross negligence, or fraud by Manager, or any of its agents or employees.

ARTICLE XIII MISCELLANEOUS

Section 13.1 Business Associate. Manager acknowledges that the services it provides hereunder may make it a business associate of the Hospitals. Manager agrees to execute a HIPAA Business Associate Agreement, in substantially the form attached hereto as Exhibit C, separately outlining its obligations as a business associate with respect to the privacy and security of individually identifiable health information it may acquire in the course of its duties hereunder.

Section 13.2 Referral Disclaimer. The amounts to be paid hereunder represent the fair market value of the services to be provided as established by arm's length negotiations by the parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by any party to any other party. In addition, the amounts charged hereunder do not include any discount, rebate, kickback, or other reduction in charges, and the amount charged is not intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by any party to any other party. Further, it is agreed that none of the parties shall refer or attempt to influence the referrals of any patients to any particular program.

Section 13.3 Material Change in Law. In the event any material change in any federal or state law or regulation creates a significant likelihood of sanction or penalty based on the terms of this Agreement or would prohibit either party from billing for or receiving payment for any services provided by the parties, then upon request of either party, the parties hereto shall enter into good faith negotiations to renegotiate the affected provision or provisions of the Agreement to remedy such term or condition. In the event the parties are unable to reach agreement on the affected provision or provisions, so as to bring such provision or provisions into compliance with the law or regulation within thirty (30) days of the initial request for renegotiation, this Agreement shall terminate upon fifteen (15) days written notice or the effective date of such change (whichever is earlier). Each party hereto expressly recognizes that upon request for renegotiation, each party has a duty and obligation to the other only to renegotiate the affected term(s) in good faith.

Section 13.4 Notices. All notices required to be given under this Agreement shall be in writing and delivered in person or sent by telecopy, overnight courier or certified mail, return receipt requested, postage prepaid, to the following addresses:

Manager: Strategic Health Resources, LLC
108 Leinart Street
Clinton, Tennessee 37716
Facsimile:
Attn: Stephen N. Clapp

If to Curae Health: Curae Health, Inc.
121 Leinart Street
Clinton, Tennessee 37716
Facsimile:
Attn: Stephen N. Clapp

With a copy to: Egerton, McAfee, Armistead & Davis, P.C.
1400 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902
Facsimile: (865) 525-5293
Attn: Stephen A. McSween

The foregoing addresses may be changed by either of the aforesaid parties, and additional persons may be added thereto by notifying all of the other parties hereto in writing and in the manner hereinabove set forth. All notices shall be effective on the earlier of receipt or five (5) days after deposited in the U.S. Mail.

Section 13.5 Assignment.

(a) Manager shall have the right to assign this Agreement without prior written consent of Curae Health if such assignment is to an affiliate of Manager. Curae Health shall not assign this Agreement without the prior written consent of Manager. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third party beneficiary rights.

(b) Any of the Management Services to be provided hereunder may be provided, at the option of Manager, by any affiliate of Manager, but Manager will be responsible for assuring the quality and timely delivery of all Management Services hereunder. In such case, such affiliate will be a subcontractor of Manager, Manager will be responsible for paying any fees of such affiliate, and Manager's utilization of such affiliate to fulfill its obligations hereunder will not affect the Management Fee payable by Curae Health.

Section 13.6 Access to the Hospitals; Confidentiality of Records. During the Term, Manager shall be given complete access to the Hospitals, their records, offices, and facilities in order for it to carry out its obligations hereunder, subject to the confidentiality requirements relating to patients' records and other documents and information as established by Curae Health. Manager shall use its best efforts to maintain the confidentiality of all files and records of the Hospitals, disclosing the information contained therein only as permitted by law or permitted or directed by Curae Health in any particular instance.

Section 13.7 Access to Manager's Books and Records. To ensure that any payments made hereunder are included to the extent appropriate in determining reasonable costs incurred by a Medicare provider, Manager shall, if this Agreement is ultimately determined to be one to which 42 U.S.C. § 1395x(v)(1) applies, perform the obligations as may from time to time be specified for subcontractors in 42 U.S.C. § 1395x(v)(1) and regulations promulgated in implementation thereof.

Section 13.8 Modification. Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified), except by an agreement in writing duly executed and acknowledged with the same formality as this Agreement by the parties hereto.

Section 13.9 Governing Law and Venue.

(a) Governing Law. This Agreement and the parties' respective rights hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable law, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Agreement.

(b) Venue. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to herein may be served on any party anywhere in the world.

Section 13.10 Waiver. Failure by any party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of the parties of any right or remedy at law or in equity or otherwise.

Section 13.11 Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waivers, express or implied, by either party of any breach of any of the covenants, agreements, or duties hereunder

of the other party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement, or duty.

Section 13.12 Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives effective as of the date and year first above written.

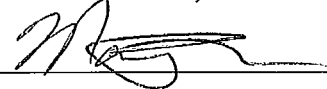
**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: 

Name: Stephen N. Clapp

Title: President

CURAE HEALTH, INC.

By: 

Name: Warren Payne

Title: Chairman

EXHIBIT A

MANAGEMENT SERVICES

Subject to the provisions of Article III, Manager agrees that Manager or its affiliates shall provide or cause to be provided the following management services:

A. Consulting Services. Providing consulting services in such areas as: long-range planning, management planning, quality assurance programs, risk management, materials management, management development, facilities' development, and productivity improvement programs, service utilization analysis, systems development, supply and charge systems, manpower utilization, and control systems, technical skills training, new product evaluation, and educational programs for clinical staff, physician recruiting, compliance, and medical staff development;

B. Accreditation. Providing consulting services in connection with assisting the Hospitals in maintaining the accreditation of the Hospitals with the proper agencies, including without limitation, The Joint Commission, and consulting services in connection with implementing the Hospital's quality plan and achieving its quality goals including any quality plans required to be adhered to by Curae Health;

C. Insurance. Arranging for the purchase by Curae Health, at Curae Health's expense, hazard, liability, professional, and other necessary insurance coverage for the Hospitals; provided, however, that the independent medical staff members and other independent health professionals not employed by Curae Health or Manager (or an affiliate thereof) practicing in the Hospitals shall be responsible for obtaining their own malpractice insurance;

D. Reimbursement Systems. Providing advisory services and other assistance with the creation of reimbursement files, categorizations for submission of reimbursement forms to the appropriate agencies, electronic transfer of data communications and funds, and monitoring and coordination of issues related to reimbursement; provided that if legal action is required in connection with such matters, the cost of such action is not included in the Management Fee and the reasonable cost of which will be paid by Curae Health;

E. Claims and Negotiation with Payors. Implementing and administering procedures for determining and setting patient charges for services provided by the Hospitals; reporting patient claims and utilization services in accordance with payor requirements; and negotiating fee payment methods with third-party payors and state and federal agencies (including health maintenance organizations) on behalf of the Hospital;

F. Contracts. Subject to the provisions of Article IV and Article VI, coordinating legal services with outside counsel as needed, at Curae Health's expense, for assistances related to legal consultation and document preparation related to acquisitions, real estate purchases, real estate sales, managed care contracts, hospital-based physician contracts, outside service contracts, medical office building issues, maintenance contracts, physician recruitment and employment matters, and patient confidentiality issues; provided that the Management Fee

includes Manager's consulting services, but does not include the cost of third-party consultation services, such as legal counsel as stated in Article VI (which costs will be paid by Curae Health), and arranging for all necessary and desirable repairs and maintenance, at Curae Health's expense, of the physical plant, furnishings, and equipment of the Hospital;

G. Standardization. Providing standard formats for all charts, invoices, and other forms used in the operation of the Hospitals;

H. Operational Guidelines. Providing various operational guidelines, including, but not limited to, protocols and medical guidelines and clinical standards and measurements of quality of care consistent with the standard of care applicable to the Hospitals, and periodically monitoring the Hospitals' implementation of and compliance with clinical standards in order to determine whether the Hospitals are achieving quality and cost containment goals;

I. Supplies and Equipment. Providing for the purchase or lease by Curae Health, at Curae Health's expense, of all supplies and equipment used in the operation of the Hospitals; assisting in evaluating capital and operational expenditures in connection with the Hospitals; and identifying and maintaining quality vendor relationships;

J. Negotiations. Subject to any applicable legal and regulatory requirements, negotiating, entering into, terminating, and administering on behalf of the Hospitals and in the name of the Hospitals, contracts for services;

K. Information Systems. Information systems management, including arranging for use of third-party software and services with respect to information technology for clinical and business systems, including the use of commercially reasonable efforts in assisting the Hospitals satisfy the "meaningful use" requirements; provided that the costs of any third-party software or vendors are not included in the Management Fee and will be paid by Curae Health. Also, implementing and managing accounting systems and data processing systems, at Curae Health's expense, that are required to perform the functions necessary to efficiently and effectively operate the Hospitals, including, without limitation, such accounting systems as are necessary and appropriate to enable the Hospitals to allocate costs and revenues to designated cost centers;

L. Human Resources Functions. Providing various human resources functions, such as: professional recruitment; performance appraisal systems; personnel education and training; procurement, auditing, and management of employee benefits; design of incentive compensation packages; enforcement, administration, and implementation in a lawful manner of all personnel policies applicable to the Hospitals, including policies regarding recruiting, hiring, promoting, disciplining, and discharging employees; human resources legal compliance; and selection, audit, and management of computerized human resource records systems;

M. Day-to-Day Operations. Directing the day-to-day operations of Curae Health, including the Hospitals and any all subsidiaries of Curae Health to ensure that Curae Health's operations are conducted in a business-like manner and in accordance with the Bylaws;

N. **Financial Consulting Services.** At the Curae Health's expense, arranging for the provision of consulting services in areas of financial planning, routine and recurring internal auditing, corporate tax and accounting, treasury and legal services;

O. **Other Healthcare Activities.** Manager will plan and operate on behalf of the Hospitals such health care facilities and engage in such health care activities as Manager determines are consistent with the then-current strategic plan of the Hospitals and the Bylaws;

P. **Budgets.** No later than thirty (30) days prior to the end of each fiscal year of Curae Health, Manager shall submit to the Board for approval an annual consolidated operating budget, capital expenditures budget, and cash flow projections for the Hospitals (the "Annual Budgets"), all designed to meet the goals and objectives of the strategic plan. After the Board approves the Annual Budgets, Manager may proceed with making the expenditures in the Annual Budgets without further Board review or approval. Additionally, Manager will recommend rates for patients and other Hospital charges permitting the Hospitals to fulfill their internal budget guidelines

Q. **Intellectual Property and Marketing.** Manager shall use the name, service marks, and trademarks of the Hospital solely for the conduct of Hospital operations, and Manager shall cause all licenses and agreements for the development of intellectual property necessary for the Hospitals' operations to be entered into in the name of Curae Health or the Hospitals; Manager shall train employees in customer and patient service and shall conduct marketing and advertising provided that any public relations, marketing, advertising, or media campaign outside the ordinary course of business of the Business shall require Board approval;

R. **Fiscal Management and Patient Accounting.** Implementing and administering policies and procedures for the management and control of patient billing, claims filing, accounts receivable, credit collection, receivables activities, all necessary patient account transactions, purchases, accounts payable, cash disbursements, and all business-related transactions; and setting up or modifying record keeping, billing, and accounts payable accounting systems;

S. **Accounts and Disbursements.** Opening checking and savings accounts, in banks or similar financial institutions, in the name of Curae health; collecting and receiving for the Hospitals; depositing in such bank accounts for the Hospitals all funds generated from the operation of the Hospitals; and supervising the disbursement of such funds for the operation of the Hospitals; provided that nothing herein shall prohibit Manager from utilizing third party collection agents in fulfilling such obligation;

T. **Financial Statements.** Cooperating in the preparation of periodic financial statements, including those as required by Curae Health's organizational documents (if any), and cooperating in periodic audits of the Hospitals by state and/or federal agencies;

U. **Tax Preparation.** Preparing or providing for the preparation, at Curae Health's expense, of payroll and supervising preparation of any required Curae Health tax returns and the Schedule K-1(s) for the member(s) of Curae.

V. **Accounting Principles and Elections.** Making decisions as to the accounting principles and elections of the Hospitals for book or tax purposes (and such decisions may be different for each purpose, but if for book purposes, such decisions must be consistent with generally accepted accounting principles, or if for tax purposes, such decisions must be consistent with Internal Revenue Service laws or regulations);

W. **Physician Practice Management.** Oversight of physician practice management including employed physicians. This would include contract negotiation, staff oversight, contracting with insurance carriers, etc.

EXHIBIT B

SHR SENIOR MANAGEMENT

Personnel

Stephen N. Clapp
Timothy S. Brown
David A. Lopater
Leroy Vince Jarnagin
Sarah N. Moore
[TBD]
[TBD]

Title

President and Chief Executive Officer
Senior Vice President of Finance and Operations
Vice President of Human Resources
Director of Information Systems
Secretary
Director of Marketing
Graphic Designer

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENTS
(see attached)

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8113-2

HIPAA BUSINESS ASSOCIATE AGREEMENT

CURAE HEALTH, INC.

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 201__, by and between CURAE HEALTH, INC. ("Covered Entity") and STRATEGIC HEALTHCARE RESOURCES, LLC ("Business Associate").

RECITALS:

WHEREAS Covered Entity and Business Associate have entered into an agreement or agreements, pursuant to which Business Associate provides certain services to Covered Entity (collectively, the "Services Agreement").

WHEREAS to carry out its obligations under the Services Agreement, Business Associate may create, maintain, transmit, or receive, on behalf of Covered Entity, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule").

WHEREAS the Privacy Rule and 45 C.F.R. Parts 160 and Subparts A and C of Part 164 (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

WHEREAS Covered Entity and Business Associate desire to enter into this Agreement in addition to the Services Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

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

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Disclosure" shall have the same meaning as the term "disclosure" in the Privacy Rule.

1.5 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).

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1.6 “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in the Security Rule.

1.7 “Health Care Operations” shall have the same meaning as the term “health care operations” in the Privacy Rule.

1.8 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.9 “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.10 “Individual” shall have the same meaning as the term “individual” in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.11 “Minimum Necessary” shall have the same meaning as the term “minimum necessary” in the Privacy Rule.

1.12 “Notice of Privacy Practices” shall have the same meaning as the term “notice of privacy practices” in the Privacy Rule.

1.13 “Protected Health Information” shall have the same meaning as the term “protected health information” in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14 “Required by Law” shall have the same meaning as the term “required by law” in the Privacy Rule.

1.15 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”).

1.16 “Security Incident” shall have the same meaning as the term “security incident” in the Security Rule.

1.17 “Transaction” shall have the same meaning as the term “transaction” in 45 C.F.R. Parts 160 and 162 (the “Transactions Rule”).

1.18 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, within five (5) days of receiving a written request from Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving written notice from Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) days.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to (i) Covered Entity, upon written request, and (ii) the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required

for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, within fifteen (15) days of receiving a written request from Covered Entity, information collected in accordance with this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate will forward such request to Covered Entity within five (5) days.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information with which Business Associate believes it is Required by Law to comply and disclose pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule and develop, document, implement, maintain, and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Breach Notification. Following discovery by Business Associate of any Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach in accordance with the data breach notification requirements set forth in the Breach Notification Rule. In the event of a Breach, without unreasonable delay, and in any event no later than fifteen (15) days after Discovery, Business Associate shall provide Covered Entity with written notification that includes: (i) a description of the Breach, (ii) to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach, and (iii) any other available information that Covered Entity is required to include in notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of the written notification or promptly thereafter as information becomes available. Further, Business Associate will provide Covered Entity any additional information required under the HITECH Act and its implementing regulations, as amended from time to time.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are

required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III. PERMITTED USES AND DISCLOSURES

3.1 Use or Disclosure to Provide Services Under the Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that data that is de-identified in accordance with the Privacy Rule is not Protected Health Information under the terms of this Agreement.

3.5 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which it is aware in the notice of privacy practices of Covered Entity in

accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information of which Covered Entity is aware, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction, of which Covered Entity is aware, to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 6.3 of this Agreement.

6.2 Termination. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate, without penalty, this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within forty-five (45) days of receiving notice of such breach or violation from Covered Entity; (ii) immediately terminate, without penalty, this Agreement and the Services Agreement if Business Associate has breached or violated a material term of this Agreement and Covered Entity reasonably determines that cure is not feasible; or (iii) if Covered Entity reasonably determines neither termination nor cure are feasible, Covered Entity may report the breach or violation to the Secretary.

6.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate, and shall certify to Covered Entity in writing and provide satisfactory evidence that Business Associate has fully accomplished the same. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. INDEMNITY

Generally. Business Associate will indemnify and hold harmless Covered Entity and any affiliate, officer, director, employee or agent of Covered Entity from and against any claims, causes of action, liabilities, penalties, demands, costs or expenses, including attorneys' fees and judicial, administrative, arbitration or other proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

VIII. MODIFICATIONS TO COMPLY WITH STANDARDS

Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act and any other applicable law.

IX. MISCELLANEOUS

9.1 Organizational Representations. Each party represents and warrants to the other party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized or licensed;

(b) It has the full power to enter into this Agreement and to perform its obligations described in this Agreement;

(c) The performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other actions and will not violate any provision of any charter or bylaws or similar organizational or governing document;

(d) Neither the execution of this Agreement by such party nor its performance hereunder will directly or indirectly violate or interfere with the terms of any other agreement to which it is a party or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance;

(e) Its employees, agents, representatives and members of its workforce, whose

services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligations, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement; and

(f) It will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

9.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or any other section promulgated under HIPAA means the section as in effect or as amended.

9.3 Survival. Any provision of this Agreement which by its terms imposes an obligation which continues following termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

9.4 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

9.5 Interpretation; Entire Agreement; Amendment; Waiver. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement. This Agreement may be amended only by written agreement between the parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each as every such provision. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any different provision.

9.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and

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the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

9.7 Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Strategic Health Resources, LLC
108 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Covered Entity: Curae Health, Inc.
121 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

9.8 Assignment; Binding Effect. No assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

9.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court, arbitrator or administrative body, such invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

9.10 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

CURAE HEALTH, INC.

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE:

**STRATEGIC HEALTHCARE RESOURCES,
INC.**

By: _____

Name: _____

Title: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

LAKELAND COMMUNITY HOSPITAL, INC.

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 201__, by and between LAKELAND COMMUNITY HOSPITAL, INC. ("Covered Entity") and STRATEGIC HEALTHCARE RESOURCES, LLC ("Business Associate").

RECITALS:

WHEREAS Covered Entity and Business Associate have entered into an agreement or agreements, pursuant to which Business Associate provides certain services to Covered Entity (collectively, the "Services Agreement").

WHEREAS to carry out its obligations under the Services Agreement, Business Associate may create, maintain, transmit, or receive, on behalf of Covered Entity, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule").

WHEREAS the Privacy Rule and 45 C.F.R. Parts 160 and Subparts A and C of Part 164 (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

WHEREAS Covered Entity and Business Associate desire to enter into this Agreement in addition to the Services Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

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

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Disclosure" shall have the same meaning as the term "disclosure" in the Privacy Rule.

1.5 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. §

164.410(a)(2).

1.6 “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in the Security Rule.

1.7 “Health Care Operations” shall have the same meaning as the term “health care operations” in the Privacy Rule.

1.8 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.9 “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.10 “Individual” shall have the same meaning as the term “individual” in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.11 “Minimum Necessary” shall have the same meaning as the term “minimum necessary” in the Privacy Rule.

1.12 “Notice of Privacy Practices” shall have the same meaning as the term “notice of privacy practices” in the Privacy Rule.

1.13 “Protected Health Information” shall have the same meaning as the term “protected health information” in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14 “Required by Law” shall have the same meaning as the term “required by law” in the Privacy Rule.

1.15 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”).

1.16 “Security Incident” shall have the same meaning as the term “security incident” in the Security Rule.

1.17 “Transaction” shall have the same meaning as the term “transaction” in 45 C.F.R. Parts 160 and 162 (the “Transactions Rule”).

1.18 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

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2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, within five (5) days of receiving a written request from Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving written notice from Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) days.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to (i) Covered Entity, upon written request, and (ii) the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required

for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, within fifteen (15) days of receiving a written request from Covered Entity, information collected in accordance with this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate will forward such request to Covered Entity within five (5) days.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information with which Business Associate believes it is Required by Law to comply and disclose pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule and develop, document, implement, maintain, and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Breach Notification. Following discovery by Business Associate of any Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach in accordance with the data breach notification requirements set forth in the Breach Notification Rule. In the event of a Breach, without unreasonable delay, and in any event no later than fifteen (15) days after Discovery, Business Associate shall provide Covered Entity with written notification that includes: (i) a description of the Breach, (ii) to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach, and (iii) any other available information that Covered Entity is required to include in notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of the written notification or promptly thereafter as information becomes available. Further, Business Associate will provide Covered Entity any additional information required under the HITECH Act and its implementing regulations, as amended from time to time.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are

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required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III. PERMITTED USES AND DISCLOSURES

3.1 Use or Disclosure to Provide Services Under the Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that data that is de-identified in accordance with the Privacy Rule is not Protected Health Information under the terms of this Agreement.

3.5 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which it is aware in the notice of privacy practices of Covered Entity in

accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information of which Covered Entity is aware, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction, of which Covered Entity is aware, to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 6.3 of this Agreement.

6.2 Termination. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate, without penalty, this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within forty-five (45) days of receiving notice of such breach or violation from Covered Entity; (ii) immediately terminate, without penalty, this Agreement and the Services Agreement if Business Associate has breached or violated a material term of this Agreement and Covered Entity reasonably determines that cure is not feasible; or (iii) if Covered Entity reasonably determines neither termination nor cure are feasible, Covered Entity may report the breach or violation to the Secretary.

6.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate, and shall certify to Covered Entity in writing and provide satisfactory evidence that Business Associate has fully accomplished the same. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. INDEMNITY

Generally. Business Associate will indemnify and hold harmless Covered Entity and any affiliate, officer, director, employee or agent of Covered Entity from and against any claims, causes of action, liabilities, penalties, demands, costs or expenses, including attorneys' fees and judicial, administrative, arbitration or other proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

VIII. MODIFICATIONS TO COMPLY WITH STANDARDS

Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act and any other applicable law.

IX. MISCELLANEOUS

9.1 Organizational Representations. Each party represents and warrants to the other party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized or licensed;

(b) It has the full power to enter into this Agreement and to perform its obligations described in this Agreement;

(c) The performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other actions and will not violate any provision of any charter or bylaws or similar organizational or governing document;

(d) Neither the execution of this Agreement by such party nor its performance hereunder will directly or indirectly violate or interfere with the terms of any other agreement to which it is a party or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance;

(e) Its employees, agents, representatives and members of its workforce, whose

services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligations, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement; and

(f) It will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

9.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or any other section promulgated under HIPAA means the section as in effect or as amended.

9.3 Survival. Any provision of this Agreement which by its terms imposes an obligation which continues following termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

9.4 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

9.5 Interpretation; Entire Agreement; Amendment; Waiver. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement. This Agreement may be amended only by written agreement between the parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each as every such provision. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any different provision.

9.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and

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the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

9.7 Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Strategic Health Resources, LLC
108 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Covered Entity: Lakeland Community Hospital, Inc.
121 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

9.8 Assignment; Binding Effect. No assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

9.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court, arbitrator or administrative body, such invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

9.10 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

LAKELAND COMMUNITY HOSPITAL, INC.

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE:

**STRATEGIC HEALTHCARE RESOURCES,
INC.**

By: _____

Name: _____

Title: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

NORTHWEST MEDICAL CENTER, INC.

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 201__, by and between NORTHWEST MEDICAL CENTER, INC. ("Covered Entity") and STRATEGIC HEALTHCARE RESOURCES, LLC ("Business Associate").

RECITALS:

WHEREAS Covered Entity and Business Associate have entered into an agreement or agreements, pursuant to which Business Associate provides certain services to Covered Entity (collectively, the "Services Agreement").

WHEREAS to carry out its obligations under the Services Agreement, Business Associate may create, maintain, transmit, or receive, on behalf of Covered Entity, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule").

WHEREAS the Privacy Rule and 45 C.F.R. Parts 160 and Subparts A and C of Part 164 (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

WHEREAS Covered Entity and Business Associate desire to enter into this Agreement in addition to the Services Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

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

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Disclosure" shall have the same meaning as the term "disclosure" in the Privacy Rule.

1.5 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).

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1.6 “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in the Security Rule.

1.7 “Health Care Operations” shall have the same meaning as the term “health care operations” in the Privacy Rule.

1.8 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.9 “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.10 “Individual” shall have the same meaning as the term “individual” in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.11 “Minimum Necessary” shall have the same meaning as the term “minimum necessary” in the Privacy Rule.

1.12 “Notice of Privacy Practices” shall have the same meaning as the term “notice of privacy practices” in the Privacy Rule.

1.13 “Protected Health Information” shall have the same meaning as the term “protected health information” in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14 “Required by Law” shall have the same meaning as the term “required by law” in the Privacy Rule.

1.15 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”).

1.16 “Security Incident” shall have the same meaning as the term “security incident” in the Security Rule.

1.17 “Transaction” shall have the same meaning as the term “transaction” in 45 C.F.R. Parts 160 and 162 (the “Transactions Rule”).

1.18 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, within five (5) days of receiving a written request from Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving written notice from Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) days.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to (i) Covered Entity, upon written request, and (ii) the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required

for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, within fifteen (15) days of receiving a written request from Covered Entity, information collected in accordance with this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate will forward such request to Covered Entity within five (5) days.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information with which Business Associate believes it is Required by Law to comply and disclose pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule and develop, document, implement, maintain, and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Breach Notification. Following discovery by Business Associate of any Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach in accordance with the data breach notification requirements set forth in the Breach Notification Rule. In the event of a Breach, without unreasonable delay, and in any event no later than fifteen (15) days after Discovery, Business Associate shall provide Covered Entity with written notification that includes: (i) a description of the Breach, (ii) to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach, and (iii) any other available information that Covered Entity is required to include in notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of the written notification or promptly thereafter as information becomes available. Further, Business Associate will provide Covered Entity any additional information required under the HITECH Act and its implementing regulations, as amended from time to time.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are

required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III. PERMITTED USES AND DISCLOSURES

3.1 Use or Disclosure to Provide Services Under the Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that data that is de-identified in accordance with the Privacy Rule is not Protected Health Information under the terms of this Agreement.

3.5 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which it is aware in the notice of privacy practices of Covered Entity in

accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information of which Covered Entity is aware, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction, of which Covered Entity is aware, to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 6.3 of this Agreement.

6.2 Termination. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate, without penalty, this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within forty-five (45) days of receiving notice of such breach or violation from Covered Entity; (ii) immediately terminate, without penalty, this Agreement and the Services Agreement if Business Associate has breached or violated a material term of this Agreement and Covered Entity reasonably determines that cure is not feasible; or (iii) if Covered Entity reasonably determines neither termination nor cure are feasible, Covered Entity may report the breach or violation to the Secretary.

6.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate, and shall certify to Covered Entity in writing and provide satisfactory evidence that Business Associate has fully accomplished the same. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. INDEMNITY

Generally. Business Associate will indemnify and hold harmless Covered Entity and any affiliate, officer, director, employee or agent of Covered Entity from and against any claims, causes of action, liabilities, penalties, demands, costs or expenses, including attorneys' fees and judicial, administrative, arbitration or other proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

VIII. MODIFICATIONS TO COMPLY WITH STANDARDS

Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act and any other applicable law.

IX. MISCELLANEOUS

9.1 Organizational Representations. Each party represents and warrants to the other party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized or licensed;

(b) It has the full power to enter into this Agreement and to perform its obligations described in this Agreement;

(c) The performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other actions and will not violate any provision of any charter or bylaws or similar organizational or governing document;

(d) Neither the execution of this Agreement by such party nor its performance hereunder will directly or indirectly violate or interfere with the terms of any other agreement to which it is a party or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance;

(e) Its employees, agents, representatives and members of its workforce, whose

services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligations, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement; and

(f) It will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

9.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or any other section promulgated under HIPAA means the section as in effect or as amended.

9.3 Survival. Any provision of this Agreement which by its terms imposes an obligation which continues following termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

9.4 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

9.5 Interpretation; Entire Agreement; Amendment; Waiver. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement. This Agreement may be amended only by written agreement between the parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each as every such provision. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any different provision.

9.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and

the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

9.7 Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Strategic Health Resources, LLC
108 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Covered Entity: Northwest Medical Center, Inc.
121 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

9.8 Assignment; Binding Effect. No assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

9.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court, arbitrator or administrative body, such invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

9.10 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

NORTHWEST MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

BUSINESS ASSOCIATE:

**STRATEGIC HEALTHCARE RESOURCES,
INC.**

By: _____
Name: _____
Title: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

RUSSELLVILLE HOSPITAL, INC.

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 201__, by and between RUSSELLVILLE HOSPITAL, INC. ("Covered Entity") and STRATEGIC HEALTHCARE RESOURCES, LLC ("Business Associate").

RECITALS:

WHEREAS Covered Entity and Business Associate have entered into an agreement or agreements, pursuant to which Business Associate provides certain services to Covered Entity (collectively, the "Services Agreement").

WHEREAS to carry out its obligations under the Services Agreement, Business Associate may create, maintain, transmit, or receive, on behalf of Covered Entity, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule").

WHEREAS the Privacy Rule and 45 C.F.R. Parts 160 and Subparts A and C of Part 164 (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

WHEREAS Covered Entity and Business Associate desire to enter into this Agreement in addition to the Services Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

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

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Disclosure" shall have the same meaning as the term "disclosure" in the Privacy Rule.

1.5 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. §

164.410(a)(2).

1.6 “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in the Security Rule.

1.7 “Health Care Operations” shall have the same meaning as the term “health care operations” in the Privacy Rule.

1.8 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.9 “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.10 “Individual” shall have the same meaning as the term “individual” in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.11 “Minimum Necessary” shall have the same meaning as the term “minimum necessary” in the Privacy Rule.

1.12 “Notice of Privacy Practices” shall have the same meaning as the term “notice of privacy practices” in the Privacy Rule.

1.13 “Protected Health Information” shall have the same meaning as the term “protected health information” in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14 “Required by Law” shall have the same meaning as the term “required by law” in the Privacy Rule.

1.15 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”).

1.16 “Security Incident” shall have the same meaning as the term “security incident” in the Security Rule.

1.17 “Transaction” shall have the same meaning as the term “transaction” in 45 C.F.R. Parts 160 and 162 (the “Transactions Rule”).

1.18 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

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2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, within five (5) days of receiving a written request from Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving written notice from Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) days.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to (i) Covered Entity, upon written request, and (ii) the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, within fifteen (15) days of receiving a written request from Covered Entity, information collected in accordance with this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate will forward such request to Covered Entity within five (5) days.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information with which Business Associate believes it is Required by Law to comply and disclose pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule and develop, document, implement, maintain, and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Breach Notification. Following discovery by Business Associate of any Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach in accordance with the data breach notification requirements set forth in the Breach Notification Rule. In the event of a Breach, without unreasonable delay, and in any event no later than fifteen (15) days after Discovery, Business Associate shall provide Covered Entity with written notification that includes: (i) a description of the Breach, (ii) to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach, and (iii) any other available information that Covered Entity is required to include in notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of the written notification or promptly thereafter as information becomes available. Further, Business Associate will provide Covered Entity any additional information required under the HITECH Act and its implementing regulations, as amended from time to time.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III. PERMITTED USES AND DISCLOSURES

3.1 Use or Disclosure to Provide Services Under the Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that data that is de-identified in accordance with the Privacy Rule is not Protected Health Information under the terms of this Agreement.

3.5 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which it is aware in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information of which Covered Entity is aware, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction, of which Covered Entity is aware, to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 6.3 of this Agreement.

6.2 Termination. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate, without penalty, this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within forty-five (45) days of receiving notice of such breach or violation from Covered Entity; (ii) immediately terminate, without penalty, this Agreement and the Services Agreement if Business Associate has breached or violated a material term of this Agreement and Covered Entity reasonably determines that cure is not feasible; or (iii) if Covered Entity reasonably determines neither termination nor cure are feasible, Covered Entity may report the breach or violation to the Secretary.

6.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate, and shall certify to Covered Entity in writing and provide satisfactory

evidence that Business Associate has fully accomplished the same. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

ARTICLE XIV INDEMNITY

Generally. Business Associate will indemnify and hold harmless Covered Entity and any affiliate, officer, director, employee or agent of Covered Entity from and against any claims, causes of action, liabilities, penalties, demands, costs or expenses, including attorneys' fees and judicial, administrative, arbitration or other proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

ARTICLE XV MODIFICATIONS TO COMPLY WITH STANDARDS

Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act and any other applicable law.

ARTICLE XVI MISCELLANEOUS

9.1 Organizational Representations. Each party represents and warrants to the other party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized or licensed;

(b) It has the full power to enter into this Agreement and to perform its obligations described in this Agreement;

(c) The performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other actions and will not violate any provision of any charter or bylaws or similar organizational or governing document;

(d) Neither the execution of this Agreement by such party nor its performance hereunder will directly or indirectly violate or interfere with the terms of any other agreement to which it is a party or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance;

(e) Its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligations, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement; and

(f) It will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

9.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or any other section promulgated under HIPAA means the section as in effect or as amended.

9.3 Survival. Any provision of this Agreement which by its terms imposes an obligation which continues following termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

9.4 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

9.5 Interpretation; Entire Agreement; Amendment; Waiver. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement. This Agreement may be amended only by written agreement between the parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each as every such provision. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any different provision.

9.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

9.7 Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage prepaid and return receipt requested, to the following:

Business Associate: Strategic Health Resources, LLC
108 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Covered Entity: Russellville Hospital, Inc.
121 Leinart Street
Clinton, Tennessee 37716
Attn: Stephen N. Clapp

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

9.8 Assignment; Binding Effect. No assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

9.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court, arbitrator or administrative body, such invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

9.10 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

RUSSELLVILLE HOSPITAL, INC.

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE:

**STRATEGIC HEALTHCARE RESOURCES,
INC.**

By: _____

Name: _____

Title: _____

FIRST AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT (this "Amendment") is made and entered into as of this first day of September, 2015, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the "Manager"), and Curae Health, Inc., a Tennessee nonprofit corporation ("Curae Health").

WITNESSETH:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014 (the "Agreement"), under which Manager would render certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement);

WHEREAS, Curae Health and Manager are entering into this Amendment to set forth their agreement to amend the SHR Senior Management (as further defined in the Agreement) that Manager will make available to Curae Health and to further amend the Management Fee (as further defined in the Agreement) to include the services of the additional SHR Senior Management;

WHEREAS, under the terms of this Amendment, Manager will provide the services of a Chief Operating Officer to the Hospitals; and

WHEREAS, under the terms of this Amendment, Curae Health will pay Manager a Management Fee equal to 2.3% of the Net Revenue accrued by Curae Health from the operation of the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SHR Senior Management.** Exhibit B is hereby deleted and replaced in its entirety with Exhibit B, attached hereto and incorporated herein by reference.

2. **Management Fee.**

a. The Management Fee referenced in Section 9.1 of the Agreement is hereby increased from 1.9% to 2.3% of the Net Revenue accrued by Curae Health from the operation of the Business.

b. The last sentence of the first paragraph of Section 9.1 is hereby deleted in its entirety.

3. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification.

4. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

5. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by the applicable laws of the State of Tennessee, and any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Amendment may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.

**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: 

Name: Stephen N. Clapp

Title: President

CURAE HEALTH, INC.

By: 

Name: Warren Payne

Title: Chairman

EXHIBIT B

SHR SENIOR MANAGEMENT

Personnel

Title

Stephen N. Clapp
Timothy S. Brown
Andrea Rich-McLerran
David A. Lopater
Leroy Vince Jarnagin
Sarah N. Moore

President and Chief Executive Officer
Chief Financial Officer
Chief Operating Officer
Vice President of Human Resources
Director of Information Systems
Secretary

SECOND AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

This **SECOND AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT** (this "Amendment") is made and entered into as of this 1st day of April, 2016, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the "Manager"), and Curae Health, Inc., a Tennessee nonprofit corporation ("Curae Health").

WITNESSETH:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, by and between Manager and Curae Health, dated September 1, 2015 (as amended, the "Agreement"), under which Manager would render certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement);

WHEREAS, Curae Health and Manager are entering into this Amendment to set forth their agreement to amend the SHR Senior Management (as further defined in the Agreement) that Manager will make available to Curae Health and to further amend the Management Fee (as further defined in the Agreement) to include the services of the additional SHR Senior Management;

WHEREAS, Pershing Yoakley & Associates performed an updated valuation of the management services provided by Manager to the Hospitals and concluded, in that certain letter dated April 21, 2016, that fair market value compensation for the management services provided by Manager to the Hospitals is between 2.5% and 3.5% of the Hospitals' net revenues;

WHEREAS, under the terms of this Amendment, Curae Health will pay Manager a Management Fee equal to 2.95% of the Net Revenue accrued by Curae Health from the operation of the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SHR Senior Management.** Exhibit B is hereby deleted and replaced in its entirety with Exhibit B, attached hereto and incorporated herein by reference.
2. **Management Fee.** The Management Fee referenced in Section 9.1 of the Agreement is hereby increased from 2.3% to 2.95% of the Net Revenue accrued by Curae Health from the operation of the Business. In the event that Manager adds the position of Vice President, Physician Practice Services to SHR Senior Management, the Management Fee referenced in Section 9.1 of the Agreement shall be increased to 3.11% of the Net Revenue accrued by Curae Health from the operation of the Business.

3. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification.
4. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.
5. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.
6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
7. **Governing Law.** This Amendment shall be governed by the applicable laws of the State of Tennessee, and any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Amendment may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.


**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: 

Name: Stephen N. Clapp

Title: President

CURAE HEALTH, INC.

By: 

Name: Warren Payne

Title: Chairman

EXHIBIT B**SHR SENIOR MANAGEMENT****Personnel****Title**

Stephen N. Clapp	President and Chief Executive Officer
Andrea Rich-McLerran	Chief Operating Officer
Scott Tongate	Chief Financial Officer
Tim Brown	Vice President, Administrative Services
Pete Lawson	Executive Vice President of Business Development
David A. Lopater	Vice President of Human Resources
Sarah N. Moore	Secretary
Vacant	Vice President, Physician Practice Services

THIRD AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

This **THIRD AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT** (this "Amendment") is made and entered into as of this 1st day of May, 2017, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the "Manager"), and Curae Health, Inc., a Tennessee nonprofit corporation ("Curae Health").

WITNESSETH:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, and as further amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, (collectively, the "Agreement"), under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the "Services"); and

WHEREAS, Curae Health and Manager are entering into this Amendment to, among other things, designate additional Supported Organizations and Hospitals, to list all of the Supported Organizations and Hospitals on an exhibit attached hereto and incorporated herein, and to amend the Management Fee (as further defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Supported Organizations and Hospitals.** The following entities should be included as Supported Organizations and Hospitals referenced in the Agreement: (a) Amory Regional Medical Center, Inc. d/b/a Gilmore Memorial Hospital and (b) Batesville Regional Medical Center, Inc. d/b/a Panola Medical Center and Panola Medical Center West.
2. **Exhibit D – Supported Organizations and Hospitals.** The attached Exhibit D shall be included and attached to the Agreement, listing the Supported Organizations and Hospitals.
3. **SHR Senior Management.** Exhibit B is hereby deleted and replaced in its entirety with Exhibit B, attached hereto and incorporated herein by reference.
4. **Management Fee.** The Management Fee referenced in Section 9.1 of the Agreement is hereby decreased from 3.11% to 2.00% of the Net Revenue accrued by Curae Health from the operation of the Business.
5. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification.
6. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

7. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9. **Governing Law.** This Amendment shall be governed by the applicable laws of the State of Tennessee, and any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Amendment may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.

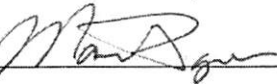
**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: _____

Name: Stephen N. Clapp

Title: President

CURAE HEALTH, INC.

By: _____

Name: Warren Payne

Title: Chairman

EXHIBIT B

SHR SENIOR MANAGEMENT

Title

President and Chief Executive Officer
Chief Operating Officer
Chief Financial Officer
Vice President of Human Resources
Vice President of Physician Practice Services
Vice President of Nursing
Vice President of Marketing
Secretary
Business Analyst

EXHIBIT D

Supported Organizations and Hospitals

Supported Organizations

Lakeland Community Hospital, Inc.
Northwest Medical Center, Inc.
Russellville Hospital, Inc.
Amory Regional Medical Center, Inc.
Batesville Regional Medical Center, Inc.

Hospitals

Lakeland Community Hospital
Northwest Medical Center
Russellville Hospital
Gilmore Memorial Hospital
Panola Medical Center; Panola Medical
Center West

FOURTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

This **FOURTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT** (this “Amendment”) is made and entered into as of this 1st day of November, 2017, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the “Manager”), and Curae Health, Inc., a Tennessee nonprofit corporation (“Curae Health”).

W I T N E S S E T H:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, and as further amended by that certain Third Amendment to Hospital Management Agreement, dated May 1, 2017 (collectively, the “Agreement”), under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the “Services”); and

WHEREAS, Curae Health and Manager are entering into this Amendment to, among other things, designate additional Supported Organizations and Hospitals and to list all of the Supported Organizations and Hospitals on a revised exhibit attached hereto and incorporated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Supported Organizations and Hospitals.** The following entities should be included as Supported Organizations and Hospitals referenced in the Agreement: Clarksdale Regional Medical Center, Inc. d/b/a Northwest Mississippi Medical Center.
2. **Exhibit D – Supported Organizations and Hospitals.** Exhibit D of the Agreement is hereby deleted and replaced in its entirety with the Exhibit D attached hereto and incorporated herein by reference.
3. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification.
4. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.
5. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by the applicable laws of the State of Tennessee, and any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Amendment may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.

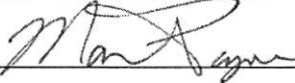
**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: 

Name: Stephen N. Clapp

Title: President

CURAE HEALTH, INC.

By: 

Name: Warren Payne

Title: Chairman

EXHIBIT D

Supported Organizations and Hospitals

Supported Organizations

Lakeland Community Hospital, Inc.
Northwest Medical Center, Inc.
Russellville Hospital, Inc.
Amory Regional Medical Center, Inc.
Batesville Regional Medical Center, Inc.

Clarksdale Regional Medical Center, Inc.

Hospitals

Lakeland Community Hospital
Northwest Medical Center
Russellville Hospital
Gilmore Memorial Hospital
Panola Medical Center; Panola Medical
Center West
Northwest Mississippi Medical Center

FIFTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

This **FIFTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT** (this “Amendment”) is made and entered into as of this 1st day of June, 2018, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the “Manager”), and Curae Health, Inc., a Tennessee nonprofit corporation (“Curae Health”).

WITNESSETH:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, as amended by that certain Third Amendment to Hospital Management Agreement, dated May 1, 2017, and as further amended by that certain Fourth Amendment to Hospital Management Agreement, dated November 1, 2017 (collectively, the “Agreement”), under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the “Services”); and

WHEREAS, Curae Health and Manager are entering into this Amendment to, among other things, extend the Term, revise the Management Fee, and update the SHR Senior Management and the Supported Organizations and Hospitals.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Extended Term.** The Initial Term shall be further extended through December 31, 2021.
2. **Exhibit B – SHR Senior Management.** Exhibit B of the Agreement is hereby deleted and replaced in its entirety with Exhibit B, attached hereto and incorporated herein by reference.
3. **Supported Organizations and Hospitals.** Lakeland Community Hospital, Inc. should be removed from the listing of Supported Organizations and Hospitals referenced in the Agreement and on Exhibit D. In the event Curae Health is no longer the sole member of a Supported Organization or otherwise divests a Supported Organization, as of the date of such substitution or divestiture, Manager shall no longer provide the Management Services to such Supported Organization, such Supported Organization shall no longer be referenced as such in the Agreement, and Exhibit D shall be updated accordingly.
4. **Exhibit D – Supported Organizations and Hospitals.** Exhibit D of the Agreement is hereby deleted and replaced in its entirety with the Exhibit D, attached hereto and incorporated herein by reference.

5. **Management Fee.** The Management Fee referenced in Section 9.1 of the Agreement is hereby decreased from 2.00% to 0.45% of the Net Revenue accrued by Curae Health from the operation of the Business.

6. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification.

7. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

8. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

9. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

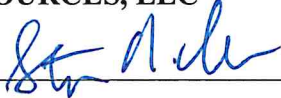
10. **Governing Law.** This Amendment shall be governed by the applicable laws of the State of Tennessee, and any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Amendment may be brought against any of the parties in the state and federal courts located within Knox County, Tennessee.

[Signature page follows.]

[Signature page to Fifth Amendment to Hospital Management Agreement]

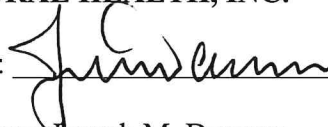
IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.

**STRATEGIC HEALTHCARE
RESOURCES, LLC**

By: _____

Name: Stephen N. Clapp
Title: President

CURAE HEALTH, INC.

By: _____

Name: Joseph M. Dawson
Title: Chairman

EXHIBIT B

SHR Senior Management

Title

President and Chief Executive Officer
Business Analyst

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EXHIBIT D

Supported Organizations and Hospitals

Supported Organizations

Northwest Medical Center, Inc.
Russellville Hospital, Inc.
Amory Regional Medical Center, Inc.
Batesville Regional Medical Center, Inc.

Clarksdale Regional Medical Center, Inc.

Hospitals

Northwest Medical Center
Russellville Hospital
Gilmore Memorial Hospital
Panola Medical Center; Panola Medical
Center West
Northwest Mississippi Medical Center

EXHIBIT D

The Sixth Amendment

SIXTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT

This **SIXTH AMENDMENT TO HOSPITAL MANAGEMENT AGREEMENT** (this "Amendment") is made and entered effective on the 1st day of January, 2019, by and between Strategic Healthcare Resources, LLC, a Tennessee limited liability company (the "Manager"), and Curae Health, Inc., a Tennessee nonprofit corporation ("Curae Health").

WITNESSETH:

WHEREAS, Curae Health and Manager entered into that certain Hospital Management Agreement, dated December 31, 2014, as amended by that certain First Amendment to Hospital Management Agreement, dated September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement, dated April 1, 2016, as amended by that certain Third Amendment to Hospital Management Agreement, dated May 1, 2017, as amended by that certain Fourth Amendment to Hospital Management Agreement, dated November 1, 2017, and as further amended by that certain Fifth Amendment to Hospital Management Agreement, dated June 1, 2018 (collectively, the "Agreement"), under which Manager renders certain management, administration, consulting and purchasing services and support, and all other reasonably necessary management support needed for the Hospitals (as further defined in the Agreement) (the "Services"); and

WHEREAS, Curae Health acknowledges that Manager has been actively involved in winding down certain assets, and Curae Health and Manager are entering into this Amendment to allow for the further winding down of certain assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Management Services.** Exhibit A of the Agreement is hereby amended to add the following to the end of Exhibit A:

"The parties acknowledge that Curae Health and certain related entities are currently Debtors in Chapter 11 bankruptcy proceedings pending in the U.S. Bankruptcy Court for the Middle District of Tennessee. All of the services described in this Exhibit A are being provided in the context of the pending Chapter 11 cases. During the Term of the Agreement, Manager will provide Mr. Stephen N. Clapp to continue as President/CEO of Curae Health, support the transaction closings including assisting potential bidders in obtaining information to increase bid amounts, oversee the wind down of the Curae corporate offices including lease and asset disposition, and oversee any bankruptcy court activities related to Curae Health."

2. **SHR Senior Management.** Exhibit B of the Agreement is hereby deleted and replaced in its entirety with Exhibit B, attached hereto and incorporated herein by reference. In addition, the Agreement is hereby amended to add the following sentence to the end of Article IV:

"During the Term of the Agreement, Manager may at its discretion provide the services of one additional Business Analyst, as needed, at Manager's expense."

3. **Term.** Article VII is hereby deleted and replaced in its entirety with the following:

"Subject to Article VIII, the term of this agreement shall expire on February 28, 2019. This Agreement shall automatically renew for successive one month

periods. Either party may terminate this Agreement upon thirty (30) day advance written notice to the other party of such termination. As used herein, "Term" shall mean the initial term and any renewed term."

4. **Management Fee.** Section 9.1 is hereby deleted and replaced in its entirety with the following:

"For the Management Services rendered hereunder, Curae Health shall pay Manager a fee of forty thousand dollars (\$40,000.00) per month in arrears due on or before the 10th day of each month for Management Services rendered in the preceding month. The first such payment shall be due on January 10, 2019, for Management Services rendered in December 2018. If Curae Health desires to have Manager provide any additional services after this Agreement has been terminated, the parties will negotiate in good faith regarding the scope of additional services and the amount to be paid for those services."

5. **Ratification of Agreement.** Except as specifically amended or modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect, without amendment or modification. Notwithstanding anything to the contrary in this Amendment, this Amendment shall not become effective until the entry of an Order approving this Amendment by the U.S. Bankruptcy Court for the Middle District of Tennessee.

6. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

7. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signature page follows.]

[Signature page to Sixth Amendment to Hospital Management Agreement]

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representatives effective as of the date and year first above written.

STRATEGIC HEALTHCARE RESOURCES, LLC

By: _____

Name: Stephen N. Clapp
Title: President

CURAE HEALTH, INC.

By: _____

Name: Joseph M. Dawson
Title: Chairman

EXHIBIT B

SHR Senior Management

Title

President and Chief Executive Officer