

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

Debtor 1 Fayette Memorial Hospital Association, Inc.

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

United States Bankruptcy Court for the: Southern District of Indiana, Indianapolis Divi:

Case number 18-07762-JJG-11

E-Filed on 06/11/2019  
Claim # 160

## Official Form 410

## Proof of Claim

**04/19**

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

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

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

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

**Part 1: Identify the Claim**

|   |   |   |  |
|---|---|---|--|
| <b>1. Who is the current creditor?</b>  |   | <u>Infectious Disease of Indiana, P.S.C.</u><br>Name of the current creditor (the person or entity to be paid for this claim)                                   |  |
|   |   | Other names the creditor used with the debtor _____   |  |
| <b>2. Has this claim been acquired from someone else?</b>   |   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____  |  |
| <b>3. Where should notices and payments to the creditor be sent?</b><br><br>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | <b>Where should notices to the creditor be sent?</b>  |   | <b>Where should payments to the creditor be sent? (if different)</b>   |
|   | <u>Kay Dee Baird, Krieg DeVault LLP</u><br>Name<br><u>One Indiana Square #2800</u><br>Number Street<br><u>Indianapolis</u> <u>IN</u> <u>46204</u><br>City State ZIP Code<br>Contact phone <u>(317) 238-6306</u><br>Contact email <u>kbaird@kdlegal.com</u><br><br>Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br>_____ |   | <br>Name _____<br>Number Street _____<br>City State ZIP Code _____<br>Contact phone _____<br>Contact email _____ |
| <b>4. Does this claim amend one already filed?</b>  |   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br>MM / DD / YYYY |  |
| <b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>   |   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Who made the earlier filing? _____  |  |

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

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

7. How much is the claim? \$ 50,000.00. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

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

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

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

☒ No

☐ Yes. Check one:

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

Amount entitled to priority

\$ 0.00

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

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

\$ 0.00

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

\$ 0.00

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

\$ 0.00

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 06/11/2019  
MM / DD / YYYY

Christopher Belcher, M.D.

Signature

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

Name Christopher Belcher, M.D.  
First name Middle name Last name

Title President

Company Infectious Disease of Indiana, P.S.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 11455 N. Meridian Street, Suite 200  
Number Street

Carmel IN 46032  
City State ZIP Code

Contact phone (317) 582-8188 Email chenderson@idipsc.com

Attachment 1 - Proof of Claim.pdf

Description -

**Fill in this information to identify the case:**Debtor 1 Fayette Memorial Hospital Association, Inc. d/b/a Fayette Regional Health SystemsDebtor 2  
(Spouse, if filing) \_\_\_\_\_United States Bankruptcy Court for the: Southern District of IndianaCase number 18-07762-JJG-11**Official Form 410****Proof of Claim**

04/16

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**Part 1: Identify the Claim**

1. Who is the current creditor?

Infectious Disease of Indiana, P.S.C.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Kay Dee Baird, Krieg DeVault LLP

Name

One Indiana Square, Suite 2800

Number Street

IndianapolisIN46204

City

State

ZIP Code

Contact phone (317) 238-6306Contact email kbaird@kdlegal.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

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6. Do you have any number you use to identify the debtor? ☒ No  
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Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

Obligations under Services Agreement attached hereto as Ex. 1

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Annual Interest Rate (when case was filed) \_\_\_\_\_ %

- ☐ Fixed  
☐ Variable

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

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

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

☒ No

☐ Yes. Check one:

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

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

Amount entitled to priority

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

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

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

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

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

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

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

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

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

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

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

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

### Part 3: Sign Below

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Check the appropriate box

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 06 10 2019  
MM / DD / YYYY

Signature

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

|               |   |             |                             |
|---------------|---|-------------|-----------------------------|
| Name          | Christopher Belcher, MD   |             |                             |
|               | First name  | Middle name | Last name                   |
| Title         | President   |             |                             |
| Company       | Infectious Disease of Indiana, P.S.C.   |             |                             |
|               | Identify the corporate servicer as the company if the authorized agent is a servicer. |             |                             |
| Address       | 11455 N. Meridian Street, Suite 200   |             |                             |
|               | Number  | Street      |                             |
|               | Carmel  | IN          | 46032                       |
|               | City  | State       | ZIP Code                    |
| Contact phone | (317) 582-8188  |             | Email CHenderson@idipsc.com |

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| In re:                           | ) |                          |
|                                  | ) | Chapter 11               |
| FAYETTE MEMORIAL HOSPITAL        | ) |                          |
| ASSOCIATION, INC., d/b/a FAYETTE | ) |                          |
| REGIONAL HEALTH SYSTEMS,         | ) | Case No. 18-07762-JJG-11 |
|                                  | ) |                          |
| Debtor.                          | ) |                          |

**SCHEDULE 1 TO PROOF OF CLAIM**

Fayette Memorial Hospital Association, Inc., d/b/a Fayette Regional Health Systems (the “Debtor”) is indebted to Infectious Disease of Indiana, P.S.C. (“IDI”) in an as-yet determined amount in excess of Fifty Thousand and 00/100 dollars (\$50,000.00), with respect to which IDI states:

1. On October 10, 2018 (the “Petition Date”), the Debtor filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et. seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Indiana.

2. On or about May 30, 2019, the Debtor and IDI entered into the *Infectious Disease and Outpatient Clinic Physician Independent Contractor Services Agreement with Infectious Disease of Indiana, P.S.C.* (the “Agreement”). Pursuant to the Agreement, IDI agreed to provide physicians to the Debtor to provide infectious disease services. A true, correct and authentic copy of the Agreement is attached hereto as Exhibit 1 and by reference made a part hereof.

3. The Agreement commenced on June 1, 2018. (Agreement, ¶ 6.1).

4. Pursuant to the terms of the Agreement, the Debtor agreed to pay IDI monthly compensation of \$12,500.00. (Agreement, ¶ 4.1).



5. The Debtor fell behind on its payment obligations to IDI.

6. As of the Petition Date, the Debtor was indebted to IDI in the amount of \$50,000.00 for services rendered from June 2018 through September 2018.

7. IDI reserves the right to amend and supplement this Proof of Claim (including filing additional evidence in support of this claim) or to file additional claims, including, without limitation, all other claims at law or in equity. IDI also reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to be and shall not be construed as:

- (1) an election of a remedy;
- (2) a waiver of any past, present, or future defaults or events of default; or
- (3) a waiver or limitation of any rights of the IDI.

DATED: June 10, 2019

Respectfully submitted,

INFECTION DISEASE OF INDIANA, P.S.C.

By: Chris Belcher

Printed: Dr. Christopher Belcher

Title: President

Prepared By:

Kay Dee Baird, Atty. No. 28821-73  
C. Daniel Motsinger, Atty. No. 10122-49  
KRIEG DeVAULT LLP  
One Indiana Square, Suite 2800  
Indianapolis, IN 46204-2079  
Ph: (317) 636-4341  
Fax: (317) 636-1507

*Attorneys for Infectious Disease of  
Indiana, P.S.C.*

KD\_10212882\_1.docx

**INFECTIOUS DISEASE AND OUTPATIENT CLINIC  
PHYSICIAN INDEPENDENT CONTRACTOR  
SERVICES AGREEMENT  
WITH  
INFECTIOUS DISEASE OF INDIANA, P.S.C**

**THIS INFECTIOUS DISEASE AND OUTPATIENT CLINIC PHYSICIAN INDEPENDENT CONTRACTOR SERVICES AGREEMENT** ("Agreement") is entered into by and between **FAYETTE REGIONAL HEALTH SYSTEM**, an Indiana hospital ("Hospital") and **INFECTIOUS DISEASE OF INDIANA, P.S.C.**, an Indiana professional services corporation ("IDI").

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

**WHEREAS**, Hospital is the owner and operator of a Hospital known as Fayette Regional with facilities located in Connersville, Indiana; and

**WHEREAS**, Hospital has identified a need to have physicians available to provide certain infectious disease services for and on behalf of the Hospital and its patients; and

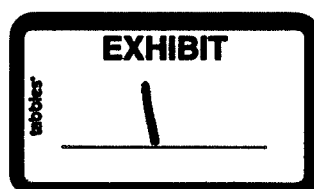
**WHEREAS**, IDI employs physicians who are duly licensed to practice medicine in Indiana, and has the requisite training and expertise in infectious disease services needed by Hospital; and

**WHEREAS**, IDI is willing to provide Hospital with physicians who can provide infectious disease services in the capacity of independent contractors as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**I. IDI'S DUTIES AND RESPONSIBILITIES**

- 1.1 Services. Hospital does hereby engage IDI as an independent contractor to provide physicians to provide certain professional medical and medical-administrative services, all in regard to infectious disease services, for and on behalf of the Hospital, some of which shall be performed at the Practice Site, located at 1941 Virginia Avenue, Connersville, IN 47331 (the "Practice Site"), such services are further described on Exhibit "A", attached hereto and incorporated herein ("Services"). Said Services shall be provided pursuant to a schedule agreed upon by Hospital and IDI which the parties have determined will require an average of eight (8) hours of physician time per week during the term of this Agreement, Forty-Eight (48) weeks per year. In the performance of the terms of this Agreement, IDI's physicians shall be accountable to the President of the Hospital or designee. In discharging IDI's physicians' duties hereunder, IDI's physicians agree that, as independent



contractors of the Hospital, IDI's physicians will act in a manner that is consistent with the best interests of the Hospital and shall not act in a material manner that is opposed to the interests of Hospital.

1.2 Participation of Third Party Payors. In connection with the Services provided under this Agreement, IDI's physicians:

1.3-1 will participate in managed care and third-party payor programs (*e.g.*, HMOs, PPOs, POSs) designated by Hospital which may include, but not be limited to, at-risk capitated programs and the Medicare and Medicaid programs. IDI's physician shall accept assignment from the Medicare Program; and

1.3-2 will abide by all applicable requirements and guidelines of the payment and health delivery plans in which IDI's physicians and/or Hospital participate(s).

## II. PROFESSIONAL CONDUCT AND ACTIVITIES

2.1 Licensure. IDI's physicians shall continue to hold an unlimited license to practice medicine in Indiana and shall comply with those regulations and standards of professional conduct adopted by the Medical Licensing Board of Indiana.

2.2 Medical Staff Privileges. IDI's physicians shall be and remain members of the Hospital's Medical Staff with unlimited clinical privileges in the care and treatment of infectious diseases. IDI's physicians shall maintain such status throughout the term of this Agreement. IDI's physicians shall participate in regular Medical Staff activities and responsibilities as required.

2.3 Professional Ethics. IDI's physicians shall comply with the ethics and principles adopted by the American Medical Association, or American Osteopathic Association, as applicable, and shall acknowledge and respect the freedom of Patients to participate in decision making concerning healthcare as well as patient choice in choosing health care providers.

2.4 Professional Judgment. Nothing in this Agreement shall be interpreted to authorize the Hospital to practice medicine, and the Hospital shall not direct or control the independent medical acts, decisions or judgments of IDI's physicians in the rendering of Services pursuant to this Agreement.

2.5 IDI's Physician Representation. IDI represents and warrants that neither IDI nor any of IDI's physicians have ever been excluded from participating in Medicare, Medicaid nor any other governmental program. IDI and its physicians shall continuously remain participants in good standing with all such programs throughout the term of this Agreement.

- 2.6 Professional Liability. IDI's physicians agree to obtain and continuously thereafter maintain in full force and effect professional liability coverage as required to cover and qualify Physician as a Qualified Provider under the Indiana Medical Malpractice Act (Ind. Code § 34-18) for the performance of Services pursuant to this Agreement.

### III. OBLIGATIONS OF HOSPITAL

- 3.1 Practice Site. Hospital shall provide IDI's physicians use of the Hospital's space and facilities at the Practice Site to deliver certain of the Services required hereunder.
- 3.2 Costs of Practice Site. Hospital shall be responsible for all costs associated with the operation of the Practice Site, including, but not limited to, personnel to assist IDI's physicians in the performance of their Services required hereunder.
- 3.3 Patients. IDI's physicians acknowledge that all patients provided Services at the Practice Site or in the Hospital shall be considered patients of the Hospital for all purposes. Medical records generated at the Practice Site or in the Hospital shall be the property of the Hospital, but the Hospital shall make copies of the records available to IDI's physicians, as needed.

### IV. COMPENSATION, BILLING AND ASSIGNMENT

- 4.1 Compensation. In consideration for the Services to be provided by IDI's Physicians, IDI shall be entitled to compensation as follows:

IDI shall receive compensation from Hospital in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for IDI's physicians' Services. Such payments are due to IDI within 14 days following the end of the month in which IDI's physicians renders Services.

- 4.2 Assignment. Effective for any Services rendered by IDI's physicians at the Practice Site or Hospital which are billed to a Patient or other third party during the term of this Agreement, any resulting compensation or reimbursement shall be the exclusive property of the Hospital and IDI's physicians hereby assign to Hospital the right to bill, collect and retain such revenues. IDI's physicians shall reasonably cooperate with and assist Hospital in the billing of such fees and charges by properly completing any billing forms as may be required for the Hospital to bill for such Services. If any such fees are received by IDI's physicians, said amount shall be promptly turned over to Hospital. IDI shall have the right to access all billing and collection records of IDI's physicians' patients so as to confirm, validate, and improve the accuracy of such records.

- 4.3 Employee Benefits. As independent contractors, IDI's physicians shall not be entitled to any benefits otherwise made available to employees of the Hospital.

## **V. COVENANT NOT TO COMPETE**

5.1 Covenant Not to Compete. In consideration of the financial and other benefits to be received by IDI pursuant to this Agreement, so long as this Agreement remains in effect, IDI and its physicians shall not take any ownership position, either directly or through ownership by IDI's physicians' spouses, in any business enterprise or medical practice, or be employed to practice medicine or practice medicine in any capacity in any business enterprise or medical practice, that competes with Hospital (in the sole discretion of the Hospital) within a thirty-five (35) mile northeast radius of the Hospital or Practice Site, whichever is the shorter distance, and as traveled on improved and maintained roads in the most direct manner possible. IDI agrees that the Hospital shall be entitled to enforce this restrictive covenant through injunctive relief in any court with competent jurisdiction in the State of Indiana. It is conclusively agreed by the parties hereto that the above-described competitive restrictions of geographic location and time have been given due consideration by the parties and both parties have agreed that they are reasonable. IDI agrees that if the Hospital is forced to seek injunctive relief as a result of a violation of this Section by IDI, IDI shall not in any manner challenge the reasonableness of the time and geographic restrictions set forth in this Section. Ownership in IDI's physicians' professional corporation shall be excluded from the restrictions of this Section.

- 5.2 Survival of Termination. All provisions contained within this Article V shall survive termination or expiration of this Agreement.

## **VI. TERM AND TERMINATION**

- 6.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on June 1, 2018 and terminating on May 31, 2019. Thereafter, this Agreement shall automatically renew upon the same terms and conditions for successive one (1) year terms. Either party may terminate this Agreement at any time for any reason on ninety (90) days written notice to the other party.

## **VII. REGULATORY COMPLIANCE**

- 7.1 Regulatory Compliance. The parties agree that this Agreement is intended to comply with all laws, regulations, payor requirements, certification and accreditation standards, including, but not limited to the Medicare and Medicaid Fraud and Abuse Statute and Regulations, the Stark Law, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or

if either party has a reasonable belief, based upon a written opinion rendered by a competent attorney skilled in health law matters, that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within thirty (30) days following said written notice, this Agreement shall terminate.

- 7.2 Access to Books and Records. The parties agree to treat this Agreement as a contract within the purview of Section 1861 (v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, and to make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, for four (4) years after the latest furnishing of Services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of Services provided by Hospital hereunder. If IDI, upon the approval of Hospital, carries out the duties of this Agreement through a subcontract worth Ten Thousand (\$10,000) Dollars or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.
- 7.3 Disclaimer Regarding Admissions. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate Hospital or IDI or IDI's physicians to recommend any of the services of other party hereto at any time. Further, this Agreement shall not be construed in any manner as an inducement to offer, give or receive anything of value, either directly or indirectly, for the referral of patients or for the arranging or furnishing of any item or service for which payment may be made by a federal health care benefits program, including but not limited to the Federal Medicare or Indiana Medicaid programs. Furthermore, the parties agree that this Agreement is intended to comply with all Laws, as defined hereunder.
- 7.4 HIPAA Compliance. Each party agrees that it qualifies as a "Covered Entity" and will comply in all material respects with all Laws applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). To the extent that IDI's physicians shall perform certain Services which qualify as medico-administrative services hereunder, the parties' agreement to enter into the Business Associate Agreement which is attached as Exhibit "B" to this Agreement in accordance with HIPAA.

## VIII. STATUS OF THE PARTIES

8.1 Independent Contractor. In performing the Services set forth herein, the parties agree that IDI's physicians shall be acting as independent contractors and not as the agents or employees of the Hospital. IDI's physicians agree to pay any required self-employment taxes otherwise due on the compensation paid to IDI and further agree to hold the Hospital harmless from any taxes, fines, or other costs incurred by the Hospital resulting from the IDI's physicians' failure to pay such taxes.

## IX. GENERAL PROVISIONS

9.1 Notices. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

### HOSPITAL:

Fayette Regional Health System  
c/o Randall A. White, FACHE  
1941 Virginia Avenue  
Connersville, IN 47331

### IDI:

Infectious Disease of Indiana, P.S.C  
c/o Christopher Belcher, M.D.  
11455 N. Meridian St. Suite 200  
Carmel, IN 46032

- 9.2 Assignment. Neither party may assign this Agreement without the written consent of the other party. Provided, however, that Hospital may arrange for IDI's physicians to provide Services at other hospitals and/or facilities.
- 9.3 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and neither Hospital nor IDI shall be entitled to benefits other than those herein specifically enumerated.
- 9.4 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 9.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Indiana.
- 9.6 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.



- 9.7 Confidentiality. Hospital and IDI agree that the terms and conditions of this Agreement shall remain confidential. Neither Hospital nor IDI shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their employees or agents or as required by applicable law.
- 9.8 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 9.9 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Hospital and IDI. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 9.10 Interpretation. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- 9.11 Dispute Resolution. In the event there is any dispute which arises with respect to the interpretation of, or application of any provision of this Agreement, and which dispute cannot be otherwise settled by informal discussion between IDI and the Hospital President, the dispute may be submitted to non-binding mediation with a mediator mutually agreeable to IDI and the Hospital.
- 9.12 Corporate Compliance Program. IDI's physicians agree to cooperate with the Hospital in its corporate compliance program and to take such steps, and provide such information to the Hospital as may be reasonably necessary pursuant to the requirements of such program.
- 9.13 Compliance with Joint Commission Standards. To the extent applicable to this Agreement; both parties will conduct their relationship under this Agreement in such a manner so as to comply with any applicable Joint Commission standards.


**X. EXECUTION**

IN WITNESS WHEREOF, IDI and a duly authorized officer and representative of Hospital have executed this Agreement on the dates as indicated below.

“HOSPITAL”

“IDI”

By: 



Printed: RANDALL WHITE  
Title: President

Printed: Christopher Belcher

## **EXHIBIT "A"**

### **DESCRIPTION OF PHYSICIAN SERVICES**

During the term of this Agreement, IDI's physicians' duties shall include but are not limited to the following:

- o Travel from IDI's medical offices in Carmel, Indiana to the Practice Site, with return travel, to treat Hospital inpatients and outpatients and conduct other clinical services at the Practice Site, not more than one (1) day per week, with hours necessary to treat Patients in a timely manner.
- o Provide telephone consultation 24 hours per day, 7 days per week for Physician to Physician for clinical questions.
- o Conduct in-service programs for nursing staff and/or physicians on Infectious Disease issues if needed while on site one day per week.
- o Perform all duties necessary to obtain and maintain appropriate facility accreditations
- o Participate in the marketing of the Infectious Disease Program of the Hospital.
- o Expand and promote the Infectious Disease Program through the development and maintenance of a partnership with the medical community and participation in community events.
- o Participate in the development and enhancement of the Infectious Disease Patient Care.

## EXHIBIT "B"

### HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the \_\_\_\_\_ (the "Effective Date"), by and between **INFECTIOUS DISEASE OF INDIANA, P.S.C.** ("Business Associate") and \_\_\_\_\_, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity") and is an addendum to the **INFECTIOUS DISEASE AND OUTPATIENT CLINIC PHYSICIAN INDEPENDENT CONTRACTOR SERVICES AGREEMENT** dated \_\_\_\_\_ entered into between Business Associate and Covered Entity (the "Agreement").

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity ("PHI").

WHEREAS, Covered Entity and Business Associate acknowledge their respective obligations to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Final Omnibus Rule (collectively "HIPAA").

For purposes of compliance with HIPAA, the parties, agree to the terms and conditions set forth in this Addendum.

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the applicable compliance dates, each party shall comply with its obligations under this Addendum and with all related obligations under HIPAA and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended or superseded, for so long as this Addendum is in place.
3. **Uses and Disclosures of PHI.** Business Associate and its directors, officers, employees, subcontractors and agents, may use and disclose PHI only if necessary and appropriate to carry out the purposes specified in the Agreement, this Addendum, and for such other purposes as permitted by HIPAA and as required by law, including:
  - (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and

- (b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity agrees to notify the Business Associate of any instances of which it is aware or suspects that the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Agreement.
4. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate accesses, creates, receives, maintains or transmits Electronic PHI ("ePHI") in performance of its duties on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C), and accordingly shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.
5. **Reporting to Covered Entity.** Business Associate shall report to Covered Entity any information that may indicate that a use or disclosure of PHI not permitted by this Addendum has occurred, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 C.F.R. Part 164, Subpart D) and any Security Incident, within three (3) days of becoming aware of such use or disclosure. If not all of the information is available within such three (3) day period, Business Associate will provide the information that is available, continue diligent investigation, and provide supplemental information as soon as reasonably practicable. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs, damages, fees and penalties arising from Business Associate's use or disclosure of PHI not permitted by HIPAA or this Addendum.
6. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of HIPAA or this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
7. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will access, create, receive, maintain or transmit PHI in connection with the services Business Associate provides to or on behalf of Covered Entity. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI.
8. **Access to Information.** Within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI (for so long as Business Associate maintains such PHI in a Designated Record Set), as required by 45 C.F.R. § 164.524. In the event

any individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) days, forward such request to Covered Entity.

9. **Availability of PHI for Amendment.** Within ten (10) days of receipt of a request from Covered Entity for amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as Business Associate maintains such PHI in a Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event an individual makes a request for an amendment to PHI directly to Business Associate, such request shall be forwarded to Covered Entity within five (5) days.
10. **Documentation/Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information within ten (10) days of request by Covered Entity: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Covered Entity shall be responsible for providing the accounting to individuals as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, such request shall be forwarded to the Covered Entity within five (5) days.
11. **Other Obligations.** Business Associate shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent that Business Associate is responsible for performing Covered Entity's obligations under the Privacy Rule (45 C.F.R. Part 164, Subpart E), under the Agreement or otherwise, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
12. **Minimum Necessary.** All uses and disclosures of, and requests by Business Associate for, PHI are subject to the minimum necessary rule of HIPAA, as specified in 45 C.F.R. § 164.514(d), as applicable.
13. **Availability of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.
14. **Breach of Contract by Business Associate; Termination.** In addition to any other rights Covered Entity may have under the Agreement, this Addendum or by operation of law or in equity, and notwithstanding any provisions in the Agreement, Covered Entity may: (i) immediately terminate the Agreement and this Addendum if Covered Entity is aware of a pattern of activity or practice of the Business Associate in violation of HIPAA or this Addendum or if Covered Entity determines that Business Associate has violated a material term of this Addendum; or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to permit Business Associate to cure a breach of this Addendum shall not be

construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

15. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall, if feasible, return to Covered Entity, or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. Business Associate shall retain no copies of the PHI. In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and shall extend the protections required by HIPAA and this Addendum and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
16. **Indemnification.** Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives and agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This Addendum shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.
17. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Agreement or some other document (e.g., a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages or other limitations), all such limitations shall exclude any damages, fees, costs or other financial amounts arising out of or incurred in connection with the use or disclosure of PHI, including, without limitation, obligations resulting from a breach of unsecured PHI.
18. **No Agency.** This Addendum is not intended to create an agency or joint venture arrangement between the parties.
19. **Injunctive Relief.** Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.
20. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI.
21. **Changes in the Law.** In the event of new or revised legislation, rules and regulations to which Covered Entity or Business Associate are subject now or in the future including, without limitation, HIPAA, the Parties agree to negotiate in good faith

to amend the Agreement, and/or this Addendum, as necessary to conform to such new or revised requirements. In the event that the Parties are not able to agree to appropriate amendments within thirty (30) days of written notice by a Party of a necessary change, either party may terminate the Agreement and this Addendum.

22. **Third Party Rights.** The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.
23. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity of the request or mandate as soon as reasonably practicable, but in any event within two (2) days of receipt of such request or mandate and prior to responding to any such request or mandate. Covered Entity shall have the right and opportunity to object to such request or mandate and to seek a protective order or equivalent to ensure protection of the PHI, any applicable individual privacy rights, and applicable Covered Entity business operations.
24. **Conflicts.** If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.
25. **Qualified Service Organization.** To the extent that Covered Entity is a Program, as that term is defined in the Confidentiality Regulations at 42 C.F.R. Part 2, and to the extent that Business Associate qualifies as a Qualified Service Organization under 42 C.F.R. § 2.11 with regard to the services provided to Covered Entity, Business Associate acknowledges that certain PHI may not be disclosed or re-disclosed without the patient's written consent, even though such disclosure or re-disclosure may be permitted by HIPAA or other laws. Further, Business Associate agrees to be fully bound by the Confidentiality Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the Confidentiality Regulations. Business Associate will also resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.

IN WITNESS WHEREOF, the parties have executed this Addendum.

"BUSINESS ASSOCIATE"

"COVERED ENTITY"

By: Christopher Belen

By: Randy White

Printed: Christopher Belen

Title: President

Date: May 25, 2018

Printed: RANDY WHITE

Date: 30 May 2018