

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 2015, by and between **METRO HEALTH HOLDINGS, LLC**, a Delaware limited liability company (“Owner”), and **CHSPSC, LLC**, a Delaware limited liability company (“Manager”).

RECITALS:

A. Owner directly or through subsidiaries owns and operates Metro Health Hospital (the “Hospital”), and certain other health care related assets (collectively with the Hospital, the “Facilities”).

B. Manager, through its executives, other personnel, and personnel at affiliates, possesses certain experience and expertise in the management, development, supervision of operations and administrative aspects of businesses like those of the Facilities.

C. Owner wishes to retain Manager to supervise and manage the day to day operation of the Facilities and to perform certain financial, technical, managerial and administrative support services (“Management Services”) for the Owner and its subsidiaries relating to the operations of the Facilities, as hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

1. ENGAGEMENT. Owner hereby retains Manager, and Manager hereby agrees to be retained by Owner, to provide Management Services to Owner and its subsidiaries upon the terms and conditions hereinafter set forth.

2. MAINTENANCE OF CONTROL.

2.1 Oversight by Owner. Owner (or its applicable subsidiary) shall retain all powers incident to ownership of the Facilities, including, without limitation, the power to (a) determine the general and fiscal policies and maintain the full and complete control of the administration of the Hospital, (b) select the administrative staff of the Hospital except as otherwise provided in Section 5, (c) appoint members to the medical staff of the Hospital, and (d) establish policies regarding the admission of patients. Owner (or its applicable subsidiary) shall own and hold all licenses, contracts, certificates and accreditations and shall be the “Provider of Services” within the meaning of the third party contracts for services. Manager acknowledges and agrees that the Board of Directors of Owner maintains the ultimate oversight and authority regarding the operations and activities of the Facilities, and, further nothing in this Agreement is intended to alter, weaken, displace, or modify the ultimate authority of the Board of Directors of Owner as set forth in the Amended and Restated Limited Liability Company Agreement of Owner dated _____, 2015 (the “LLC Agreement”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the LLC Agreement.

2.2 Oversight by Category A Directors. Without limiting the generality of Section 2.1 above, Manager acknowledges and understands the provisions of Section 8.3(c) of the LLC Agreement and agrees not to take any action that would be contrary thereto, which section provides that the Category A Directors (those selected by the MHC Members of Owner) shall have the sole power and right, without the Approval of the Members or Approval of the Category B Directors (those selected by the CHS Members of Owner), to make all decisions and take all actions on behalf of Owner with respect to this Agreement and any other contracts, agreements, consents, elections and other matters relating to, arising from, or in connection with, dealings between Owner, on the one hand, and Manager or any other CHS Affiliates (except as expressly permitted by this Agreement). Consequently, Manager shall not enter into any contracts, agreements or consents, or take or engage in any elections and other matters relating to, arising from, or in connection with dealings between Owner, on the other hand, and Manager or any other CHS Affiliates, without the prior written consent of the Category A Directors, unless expressly permitted by this Agreement.

3. COMPLIANCE AND PERFORMANCE MATTERS.

3.1 Standards of Performance. Manager shall be expected to perform services under this Agreement consistent with standards employed by comparable hospital management companies. Manager shall at all times use its best efforts to operate the Facilities in conformity with (i) the LLC Agreement, (ii) the Contribution Agreement, (iii) the standards of performance of The American Osteopathic Association (“AOA”) or its successors and other applicable accreditation agencies, (iv) good and ethical business practices of the health care industry in the community served by the Hospital, (v) industry standards, and (vi) all applicable Medicare and Medicaid certification and other federal, state and local licensure requirements and standards.

3.2 Compliance with Law. In performing its duties and obligations under this Agreement, Manager shall comply with (i) all federal, state, and local laws, rules, and regulations now in force, or which may hereafter be in force, which are applicable to the Owner, Manager, or the Facilities, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 13201-7b(b)) and the federal Physician Self-referral Law (42 U.S.C. § 1395nn), (ii) any state laws corresponding in substance to the foregoing federal laws, and (iii) all Owner and Facilities policies, procedures, rules, and regulations.

3.3 Federal or State Program Exclusion. Manager represents and warrants that neither it nor any of its employees, agents, or subcontractors providing services under this Agreement has been, and throughout the term of this Agreement shall not be, (a) excluded, suspended, debarred, or otherwise ineligible to participate in Medicare and any other federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) or federal or Michigan procurement or nonprocurement programs; (b) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury; or (c) convicted (as defined by 42 U.S.C. § 1320a-7(i)) of a criminal offense that would lead to mandatory exclusion from federal health care program. Manager shall notify Owner within three (3) business days of obtaining knowledge that this representation and warranty ceases to be accurate.

4. ACKNOWLEDGEMENT OF CHARITABLE PURPOSES. Manager shall conduct the business and operations of the Hospital in such a manner as to satisfy the charitable purposes generally required of hospitals under Section 501(c)(3) of the Code and community benefits standards set forth in Revenue Ruling 69-545, including, without limitation (i) accepting all Medicare and Medicaid patients; (ii) accepting all patients in an emergency condition in the emergency room without regard to the age, race, religion, gender, source of payment or the ability of such emergency patients to pay; (iii) maintaining an open medical staff; (iv) providing and maintaining public health programs of educational benefit to a broad cross section of the communities served by the Owner; (v) generally promoting the health, wellness and welfare of the community by providing quality health care at a reasonable cost; and (vi) continuing the indigent care policies of MHC in the manner described in the LLC Agreement (collectively, the “Standards”). The Owner shall annually review whether the Manager has conducted the business and operations of the Hospital in compliance with the Standards.

5. KEY PERSONNEL. During the term of this Agreement, Manager shall assist in the recruitment of a qualified executive who shall serve as Chief Executive Officer. The Chief Executive Officer shall be employed by the Owner and accountable to its Board of Directors, as provided in the LLC Agreement. The Chief Executive Officer, Chief Operating Officer (if such a position is deemed necessary by the Manager), Chief Financial Officer and Chief Nursing Officer of the Hospital are collectively considered the “Key Personnel” and such “Key Personnel” shall be employed by the Hospital. Except as set forth in the LLC Agreement, the selection, continued service and termination of the other Key Personnel shall be the responsibility of the Chief Executive Officer.

6. MANAGEMENT SERVICES. In consideration of the payments to be made hereunder, Manager will provide, or may provide through one or more of its Affiliates, the following Management Services to Owner and its subsidiaries:

6.1 Management Oversight. Manager shall supervise and manage the day-to-day business affairs and operations of the Facilities and such other health care facilities as the parties may from time to time agree. Manager will also supervise and oversee Owner’s business affairs by, among other things, directing the general activities of management, regularly monitoring the activities and performance of the Facilities, providing adequate training and education for management, and establishing policies, procedures, guidelines and directives for the effective management of Owner and the Facilities.

6.2 Operations Support.

(a) Health Financing (Reimbursement). Manager will provide third-party reimbursement strategies and consultation on strategy and compliance with all applicable reimbursement rules. Manager will prepare, submit to Owner for approval and file all required cost reports and will coordinate and file any appeals and/or audits. The costs and expenses of such activities, including legal support and counsel is included within the Management Fee, as defined in Section 7.2.

(b) Financial Operations Support. Manager will provide consultation regarding patient accounting and receivables management, management engineering, process

improvement, business office operations, medical staff programs and practice promotions, productivity enhancement and management reporting systems. Manager will also assist Owner in the selection of outside contractors for such services if requested by Owner. The Management Fee includes Manager's internal consulting services. The actual costs for additional outside consultation services, approved by Owner, are payable by Owner, unless such outside consultation services are also being provided to one or more other hospitals owned or operated by Manager or its Affiliates, in which case the Management Fee includes such additional outside consultation services.

(c) Capital Management. Manager will provide assistance in evaluating capital expenditures in connection with the Facilities. Such assistance will include pro forma modeling, return on investment calculations, bench marking and assumption testing. Manager will also provide through one or more of its Affiliates a full range of support in pro forma preparation and analysis. The Manager will work with Owner to establish annual capital budgets that are consistent with the Five-Year Capital Plan set forth as "Exhibit F" to that certain Contribution and Sale Agreement by and among Metropolitan Health Corporation and its affiliates, Metro Health Holdings, LLC and its affiliates, and CHS/Community Health Systems, Inc. (the "Contribution Agreement") and any other Owner-approved strategic capital projects that may be outside of the Five Year Capital Plan set forth at "Exhibit F" to the Contribution Agreement.

(d) Clinical Protocols and other Initiatives. Manager will be responsible to provide evidence-based care initiatives and patient safety and other strategic initiatives that support continuous quality improvement. Manager will also be responsible for providing effective clinical integration and population health management initiatives.

(e) Accreditation and Conditions of Participation Compliance. Manager will be responsible to ensure that Owner maintains compliance with all governmental regulatory bodies, such as The Centers for Medicare and Medicaid Services ("CMS") and applicable accrediting agencies and maintains a continuous survey readiness culture. In the event that during the Term of this Agreement Owner is or becomes noncompliant with the rules or regulations promulgated by a governmental regulatory body or accrediting agency as a direct result of Manager's actions, such noncompliance shall constitute a breach by Manager of this Agreement and the costs incurred by Owner associated with remedying such noncompliance will be offset against the Management Fee.

(f) Compliance Program; HIPAA Compliance. Manager will maintain its own compliance program, and will also prepare and recommend to the Board of Directors of Owner a comprehensive legal, regulatory, and medical privacy compliance program to be adopted by Owner. Manager will require every officer and employee to attend compliance training programs, encourage employees to report legal or ethical violations to Owner's senior compliance officer or Owner's Board of Directors as appropriate and applicable without fear of retaliation, even on an anonymous basis, and ensure that all allegations are investigated and, where appropriate, violations remedied. Manager will also make available to Owner Manager's HIPAA compliance officer, who may be consulted by Owner relating to HIPAA matters as often as reasonably necessary, and who will provide HIPAA compliance training to the appropriate departmental personnel at the Hospital and the Facilities.

6.3 *Development and Hospital Management.*

(a) Market Planning. Manager will assist in developing the market planning of the Facilities at the direction of Owner. At the request of Owner, Manager will consult with Owner in acquisitions, joint ventures and other transaction structuring issues.

(b) Managed Care. Manager will solicit and negotiate on behalf of Owner provider contracts and payor contracts reasonably necessary or desirable in connection with the operation of the Facilities, including the Facilities' related physician hospital organization. Manager will assist Owner in negotiating and documenting local and state wide provider contracts and payor contracts.

(c) Real Estate. Manager will provide consultative services in the development of related health care facilities and in the purchase or sale of real estate, including site selection, financing, leasing, design, construction and operation.

(d) Construction and Equipment Planning. Manager will provide oversight in the design, construction and equipment planning processes and assist in the selection of qualified architects and contractors, as well as equipment and technology that is suitable for projects.

6.4 *Finance and Accounting.*

(a) Budgets/Financial Planning. Manager will provide inflation data, analysis of current trends in the health care industry and budget software and training, and will assist Owner in setting financial goals and preparing budgets, including operating and capital budgets. Manager shall evaluate capital expenditures in connection with the Facilities' operations and report to the Board of Directors on a periodic basis the results of such evaluations. Manager shall provide pro forma modeling, return on investment calculations, bench marking and assumption testing. Manager shall provide a full range of support in pro forma preparation and analysis. Manager shall also provide periodic reports to Owner on provision of indigent care and compliance with the Standards.

(b) Treasury. Subject to the limitations set forth in the LLC Agreement or that certain Revolving Credit and Cash Management Agreement, Manager will provide a centralized cash management system for all Owner funds. Manager will manage commercial and investment bank relations, maintain all bank accounts, provide investment management for employee benefit plans and manage Owner's debt and outside interest expense relating to the Facilities. Manager will be available to consult on financial transactions relating to the Facilities.

(c) Tax. Manager will be responsible for preparing, submitting to Owner for approval and execution, and filing federal, state and local income tax returns, as well as the following federal, state and local tax returns: income, workers' compensation, unemployment compensation, franchise, tangible, premium, self-procurement, transfer, excise and escheat returns and reports relating to the Facilities. Manager will file payroll tax returns for the Facilities. Manager will be responsible for filing Owner's sales and use tax returns. Manager will review property valuation notices comparing them to other health care properties,

analyze assessments, appeal valuations, when appropriate, and coordinate payments. Manager also will coordinate audits and appeals of all taxes as part of the Management Fee. Third-party studies undertaken to save money, as well as tax-related legal expenses, are the responsibility of Owner.

(d) Accounting. Manager will provide general accounting consultation. Manager will also provide expertise in the use of intercompany financial systems, accounting and other systems. Manager will supervise the accounting systems of the Facilities and will supervise the preparation of monthly and annual balance sheets and statements of income and loss, copies of which will be provided to Owner within the following time periods: monthly reports will be delivered to Owner's Board of Directors within thirty (30) days following the end of the month and annual reports will be provided within ninety (90) days following the end of Owner's fiscal year. The financial statements prepared under Manager's supervision will not be audited, but will be prepared in accordance with generally accepted accounting principles. Category A Directors may request that the annual financial statements be audited, with the cost of such audit borne by Owner.

(e) Insurance. Manager will make insurance products (comparable to those available to other affiliated hospitals) available to Owner as an option to Owner and will provide consulting services to Owner with respect to risk management. The premiums or costs associated with any such insurance products utilized by Owner will be paid by Owner.

6.5 Human Resources. Manager shall, consistent with the budget and in consultation with the Chief Executive Officer or his designee, arrange for all personnel necessary to operate the Facilities in an efficient and reasonable manner. All personnel shall be employed by Owner or an Affiliate of Owner. In consultation with the Owner's Chief Executive Officer or his designee, Manager shall (a) determine from time to time the number and qualification of employees required or desirable in connection with the operations of the Facilities, (b) consistent with the budget, establish, revise and administer all wage scales, compensation rates, employee benefits and conditions of employment, and employee benefit plans and, if applicable, retirement plans, (c) administer in-service training, seminars and conferences and (d) establish staff schedules and job descriptions.

6.6 Internal Audit. Manager will conduct periodic internal audits of the Facilities and will report the results thereof to the Board of Directors of Owner. During an audit, reviews and tests will be performed related to financial statement integrity, financial controls and operational effectiveness, particularly in the areas of accounts receivable management, materials management, health information management, charge capturing systems and cash management. Manager will provide recommendations to help ensure financial data integrity, reduce expenses, capture additional revenues and improve cash flow. Manager will provide operational support by conducting its reviews in such a manner as to streamline processes, reduce waste and identify outdated procedures and processes.

6.7 Legal. Manager has access to a staff of attorneys who may be consulted by Owner on legal issues relating to the Facilities as reasonably necessary. The legal services of such legal staff are included in the Management Fee; however, it is not intended that the in-house legal staff handle all of Owner's legal matters. Manager shall determine when engaging outside

legal counsel, rather than in-house legal staff, would be desirable for a specific issue or matter. Manager will select and oversee the work of outside counsel. The costs of outside counsel are not included in the Management Fee and will be charged directly to Owner. In general, litigation is not covered by the Management Fee.

6.8 Public Affairs.

(a) Public Relations. Manager will consult with Owner regarding issues management, crisis communications and local and national media relations. Manager will assist Owner in developing effective advertising programs. Manager will assist Owner with strategic market direction, selection and retention of advertising agencies, marketing campaign review, and program exchange. Manager's assistance with such matters is included in the Management Fee. The costs of third party advertising will be paid for by Owner.

(b) Government Relations. Manager will monitor federal legislative and regulatory activity as well as related public policy issues and provide introductions to and act as a liaison with appropriate national groups such as the Federation of American Health Systems and the American Hospital Association and state groups such as the Michigan Hospital Association. At the request of Owner, Manager will negotiate membership in such national groups. The actual costs of such memberships will be allocated to, and paid for by, Owner, but not the consultative services of Manager.

6.9 Purchasing/Materials Management. Owner will participate in Manager's group purchasing program. Subject to the terms of the LLC Agreement, Manager will have the authority to commit Owner's funds for the purchase or lease of supplies, goods, and services reasonably necessary or desirable to the operation of the Facilities and to negotiate, enter into, administer, and terminate contracts reasonably necessary or desirable for the operation of the Facilities. Owner will also be credited with any and all discounts, credits, rebates or other pricing benefits realized as a result of Owner's participation in Manager's or third-party group purchasing program.

6.10 Information Services. Manager will provide information support and services with respect to clinical areas, patient billing, patient receivables, resources management, purchasing, general ledger, accounts payable, payroll cash management, executive reporting, and research and development activities. Manager acknowledges that Owner will continue to use EPIC for its clinical and patient financial services systems for a period of at least seven (7) years; therefore fees charged by Manager related to information services shall be discounted by 50% during the period that EPIC is used for clinical and patient financial services systems. The costs of obtaining information technology services from third parties are not included in the Management Fee.

6.11 Medical and Professional Matters. Owner will be responsible for (i) the medical staffs of the Facilities and (ii) the quality of professional services provided by individuals with clinical privileges at the Facilities. Manager may consult with Owner and make recommendations concerning such matters.

6.12 Affiliates. Any Management Service to be provided hereunder may be provided, after consultation with Owner, by any Affiliate of Manager, provided that Manager will remain responsible for performance and for assuring the quality and timely delivery of all Management Services. In such case, such Affiliate will be a subcontractor of Manager, and Manager will be responsible for paying any fees of such Affiliate.

7. COMPENSATION.

7.1 Reimbursement of Expenses. Owner shall reimburse Manager and certain of its Affiliates, as applicable, on a monthly basis, for reasonable out-of-pocket expenses incurred in connection with the Management Services provided pursuant to this Agreement, fees to third parties and other reasonable expenses incurred on behalf of the Facilities to the extent such expenses are not included in the Management Fee. The reimbursed expenses shall be without mark-up or profit added to such actual expenses and shall not include any general administrative or financial fees or expenses or any overhead or indirect costs. Manager or its Affiliates, as applicable, shall prepare an itemization (with supporting documentation) of such expenses on a monthly basis and submit to Owner by the fifteenth (15th) of the subsequent month. Within thirty (30) days after delivery of such itemization with supporting documentation either (i) Owner shall reimburse Manager or its Affiliates, as applicable, for such expenses; or (ii) Owner shall notify Manager of any dispute regarding the itemization. In the event Owner disputes some or all of the expenses submitted for reimbursement, Manager and Owner shall designate representatives to negotiate a resolution to such dispute in good faith.

7.2 Management Fee. As consideration for the services rendered pursuant to this Agreement, Owner shall pay to Manager a monthly fee equal to two percent (2%) of the Net Revenues of Owner during such month (or the portion thereof) during which this Agreement is in effect (the "Management Fee"). For this purpose, "Net Revenues" shall mean the total operating revenues of Owner reduced by revenue deductions which include an allowance for contractual allowances, discounts, bad debts and charity care amounts. The Management Fee for each month shall be paid on or before the fifteenth (15th) day of the succeeding month.

7.3 Allocated Expenses. In addition to the expenses and Management Fee referred to in Sections 7.1 and 7.2, Owner shall be allocated its pro rata share of the Manager's expenses relating to the Manager's corporate departments specified on Schedule 7.3(a). In addition, Owner shall be allocated its pro rata share of the direct expenses specified on Schedule 7.3(b). Additional detail regarding Manager's corporate departments and the additional expenses described in this Section 7.3 are specified on Schedule 7.3(c).

8. TERM. The initial term of this Agreement shall commence on the date hereof ("Effective Date") and shall expire on the fifth (5th) anniversary of the Effective Date, unless earlier terminated as provided below. This Agreement shall automatically renew for consecutive five (5) year terms unless Owner exercises its option not to renew this Agreement for a renewal term by providing written notice to Manager not less than one hundred eighty (180) days prior to the expiration of the term then in effect that Owner elects to exercise its option not to renew this Agreement. Any action to be taken by Owner to not renew this Agreement may be taken by the Category A Directors only if the Category A Directors determine that Manager is not operating the Hospital in accordance with the Standards and has failed to cure such performance as

provided below. Upon such timely notice, this Agreement shall terminate upon the expiration of the term then in effect. Each such renewal term shall be subject to the terms and conditions of this Agreement. The initial term and the renewal terms of this Agreement are referred to collectively herein as the "Term."

9. TERMINATION.

9.1 Termination by Owner. Owner, by action of its Category A Directors, shall have the right, in its sole discretion, to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) The filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Manager, or the taking or suffering of any action by Manager, voluntarily or involuntarily, under any federal or state law for the benefit of debtors by Manager, except for the filing of a petition in involuntary bankruptcy against Manager which is dismissed within sixty (60) days thereafter;

(b) If Manager shall default in the performance of any material duty or obligation imposed upon it by this Agreement (including failure to operate the Hospitals in accordance with the Standards), and such default continues for a period of thirty (30) days after written notice of such default has been given to Manager by Owner, or in the event of a default that cannot reasonably be cured within such thirty (30)-day period, Manager fails to commence a cure within such thirty (30)-day period or fails thereafter to diligently and in good faith to pursue such cure to completion (the time for cure in any event not to exceed one hundred eighty (180) days after such written notice of default);

(c) If Manager shall take any action which has a material probability of adversely affecting the tax-exempt status of the MHC Member or its successor organization, or any Affiliate thereof, and fails to correct such action within thirty (30) days after notice thereof shall have been given to Manager; or

(d) If Manager is excluded from participation in any federal or state health insurance or benefits program, such as Medicare, Medicaid or CHAMPUS/Tricare. In such event, Owner may terminate this Agreement immediately.

9.2 Termination by Manager. Manager shall have the right, in its sole discretion, to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) The filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Owner, or the taking or suffering of any other action by Owner, voluntarily or involuntarily, under any federal or state law for the benefit of debtors by Owner, except for the filing of a petition in involuntary bankruptcy against Owner which is dismissed within sixty (60) days thereafter;

(b) If Owner shall fail to pay when due any amount required to be paid by Owner to Manager pursuant to this Agreement, and such failure shall continue for a period of fifteen (15) days after written notice of such failure has been given to Owner by Manager

(provided, however, that Manager shall have no obligation to give written notice of any failure to pay, nor to give Owner an opportunity to cure any failure to pay, more than three (3) times in any period of twelve (12) consecutive months); or

(c) If Owner shall default in the performance of any material duty or obligation imposed upon it by this Agreement (other than a default of the type described in Section 9.2(b) above), and such default continues for a period of thirty (30) days after written notice of such default has been given to Owner by Manager, or in the event of a default that cannot reasonably be cured within such thirty (30)-day period, Owner fails to commence a cure within such thirty (30)-day period or fails thereafter to diligently and in good faith to pursue such cure to completion (the time for cure in any event not to exceed one hundred eighty (180) days after such written notice of default).

9.3 Effect. If this Agreement is terminated, Manager, at the request of Owner, shall continue to provide services to the Owner and the Facilities in accordance with the terms and conditions of this Agreement for a reasonable period (not to exceed ninety (90) days) sufficient to enable Owner to make appropriate arrangements for the ongoing management of the Facilities.

9.4 Provision of Operational Materials. After termination of this Agreement, and during the period set forth in Section 9.3, Manager shall provide to Owner all records, reports, lists, plans, studies, data, policies, and procedures prepared by it on behalf of the Facilities in the performance of the Management Services, other than operating manuals that contain information which is proprietary to Manager or its affiliates (other than Owner). Manager shall assist the Company in organizing and integrating the foregoing into its business operations so as to continue the operations of the Facilities in an uninterrupted manner.

10. NOTICES. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Owner: Metro Health Holdings, LLC
c/o CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attn: Chief Executive Officer

with a copy to: CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attn: General Counsel

and _____

Attn: _____

If to Manager: CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attn: Chief Executive Officer

with a copy to: CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attn: General Counsel

Each party may change its address indicated above by giving the other party written notice of the new address in the manner above set forth.

11. ASSIGNMENT. Manager shall have the right to assign this Agreement without prior written consent of Owner if such assignment is to an Affiliate of Manager. Except as set forth above, neither Manager nor Owner shall have the right to assign their respective rights and obligations under this Agreement without the prior written consent of the other party, and such assignment shall also require the approval of the Owner's Category A Directors. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives. 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.

12. INDEMNIFICATION.

12.1 Indemnification of Manager. Owner 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 therefor, arising in connection with Manager's authorized activities set forth herein (including, without limitation, those arising out of the negligence of Manager or its agents or employees); provided, however, that Owner 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 or which arise out of willful misconduct, gross negligence or fraud by Manager, or any of its agents or employees. For purposes of this Section, the employees of the Facilities (including the Key Personnel) shall not be considered to be the agents or employees of Manager.

12.2 Indemnification of Owner. Manager shall indemnify and hold harmless Owner and its agents and employees of and from any claims, losses, liabilities and demands of any kind and nature whatsoever, including, without limitation, the costs of defending any such claims, liabilities and demands, including, without limitation, attorneys' and accountants' fees

therefor, which arise from actions (or failures to act) which are performed by Manager in bad faith or which arise out of willful misconduct, gross negligence or fraud by Manager, or any of its agents or employees. For purposes of this Section, the employees of the Facilities (including the Key Personnel) shall not be considered to be the agents or employees of Manager.

13. ACCESS TO THE FACILITIES; CONFIDENTIALITY OF RECORDS.

During the term hereof, Manager shall be given complete access to the Facilities, their records, offices and facilities, in order that it may carry out its obligations hereunder, subject to the confidentiality requirements relating to patients' records as established by Owner. Manager shall, and shall require all its employees, subcontractors and agents to, comply with and recognize all confidentiality and non-disclosure requirements that apply to the Facilities, specifically including privacy requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and state requirements and to comply with the Facilities' requirements and safeguards relating to such confidential information. Manager shall comply with the policy adopted by the Facilities for access to and disclosure of protected health information (as defined by federal regulations implementing HIPAA) and the Business Associate Addendum provisions attached and incorporated herein as Appendix A.

14. ACCESS TO MANAGER 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 and Owner shall, if this Agreement is ultimately determined to be one to which 42 U.S.C. Section 1861(v)(1)(1) applies, perform the obligations as may from time to time be specified for subcontractors in 42 U.S.C. Section 1861 (v)(1)(1) and regulations promulgated in implementation thereof.

15. AUTONOMY OF PARTIES. The parties are independent contractors, and Manager and Owner shall not, by virtue of this Agreement, be deemed partners or joint venturers, nor shall Manager be deemed to be the agent or employee of Owner. Manager shall not, by entering into and performing this Agreement, incur any liability for any of the existing obligations, liabilities or debts of Owner, and Manager shall not, by acting hereunder assume or become liable for any of the future obligations, debts, or liabilities of Owner. Owner shall retain the full legal authority and ultimate responsibility for the management and operation of Owner and the Facilities.

16. 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.

17. GOVERNING LAW. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Michigan without regard to its conflict of laws principles.

18. 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.

19. 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 further herein.

20. WAIVER OF TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

21. ENFORCEMENT OF AGREEMENT. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

22. FORCE MAJEURE AND MANNER OF SERVICES. If any party's performance (except for payment of fees when due) is prevented, hindered or delayed by reason of any cause(s) beyond such party's reasonable control which cannot be overcome by reasonable diligence, including, without limitation, war, labor disputes, civil disorders, governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuance of such cause(s); and such party's obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance.

23. RETURN OF INFORMATION. Upon expiration or termination of this Agreement, each party shall return all of the other party's protected health information (as defined in Appendix A) (the "Protected Health Information") including any copies of the Protected Health Information. In the event that a party determines that returning or destroying all copies of the other party's Protected Health Information is not feasible, such party shall extend the protections contained in Appendix A to that portion of the other party's Protected Health Information which is not returned or destroyed and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information not feasible. This Section 23 shall survive the termination or expiration of this Agreement. In addition to the Protected Health Information, all other

information owned by Owner and used by Manager shall be returned by Manager as soon as reasonably practicable upon the expiration or termination of this Agreement.

24. SEVERABILITY. Should any provision of this Agreement be found void or unenforceable, the remainder hereof nevertheless shall continue in full force and effect. A new provision shall be amended to this Agreement that is similar to the provision found unenforceable but which is enforceable.

25. COUNTERPARTS. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. INCONSISTENCY. In the event of any inconsistency between the provisions of the LLC Agreement and this Agreement, the provisions of the LLC Agreement shall prevail.

SIGNATURE PAGE FOLLOWS

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

OWNER:

METRO HEALTH HOLDINGS, LLC

By: _____
Name: _____
Title: _____

MANAGER:

CHSPSC, LLC

By: _____
Name: _____
Title: _____

**APPENDIX A
TO
MANAGEMENT AGREEMENT
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the Affiliates (as defined below) that qualify as Covered Entities (as defined below) and the Affiliates that qualify as Business Associates (as defined below).

WHEREAS, the privacy regulations (the “**Privacy Rule**”) and the security regulations (the “**Security Rule**”) adopted by the U.S. Department of Health and Human Services (“**HHS**”) at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”); and the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act,” hereinafter such regulations and Acts, as they may be amended or revised from time to time, shall be collectively referred to as the “**HIPAA Requirements**”; requires certain individuals and entities (each a “**Covered Entity**”, or collectively, “**Covered Entities**”) to protect the privacy of certain individually identifiable health information (“**Protected Health Information**”, or “**PHI**”) including electronic protected health information (“**EPHI**”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the HIPAA Requirements require Covered Entities and Business Associates (as defined by the HIPAA Requirements) to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity or Business Associate if such services require the access, receipt, creation, use, disclosure, maintenance and/or transmission of PHI or EPHI for or on behalf of the respective Covered Entity or Business Associate; and

WHEREAS, Affiliate(s) have entered into, or are entering into, or may subsequently enter into, agreements or other arrangements with other Affiliate(s) that require such Affiliate(s) to access, receive, create, use, disclose, maintain and/or transmit PHI, including EPHI, for or on behalf of an Affiliate (collectively, the “**Business Arrangements**”); and

WHEREAS, an Affiliate may be a Business Associate of a Covered Entity or a Subcontractor (as such term is defined in the HIPAA Requirements’ definition of “**Business Associate**”) of an Affiliate that is a Business Associate; and

WHEREAS, the Affiliates may, for research, public health, and/or health care operations purposes or as otherwise permitted by law, and in accordance with the terms and conditions set forth hereafter: (i) use PHI obtained from other Affiliates to create one or more Limited Data Sets (as defined by the HIPAA Requirements); (ii) receive one or more Limited

Data Sets from other Affiliates; (iii) use and disclose such Limited Data Sets to the extent permitted by law;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

- 1.0 **Definitions.** All capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the HIPAA Requirements as of the effective date of such requirements.
 - 1.1 All references to PHI herein shall be construed to include EPHI and references to PHI shall mean only the PHI that a Business Associate accesses, receives, uses, discloses, creates, maintains and/or transmits for or on behalf of any Affiliate to perform services under the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 C.F.R. §160.103.
 - 1.2 “Affiliate(s)” are defined to mean any entities, businesses, facilities, and enterprises, that are controlled by, controlling, or under common control with Metro Health Holdings, LLC, regardless of its legal form, including, without limitation, subsidiaries, joint ventures, limited liability companies and partnerships, as well as any and all entities and businesses to which any of the above-described entities provide management services, as of the Effective Date and at any time during the Term. Affiliates shall not include entities that have been sold, divested, closed or otherwise no longer fall within the definition of Affiliate, effective as of the date of such event.
 - 1.3 “Business Associate Affiliate” shall be defined as any Affiliate that meets the definition of a Business Associate as defined at 45 C.F.R. §160.103 and agrees to comply with applicable federal and state laws, including but not limited to the HIPAA Requirements. “Business Associate Affiliate” also includes any Affiliates that are Subcontractors of a Business Associate Affiliate, so long as the Subcontractor Affiliate accesses, receives, creates, maintains, uses, discloses, and/or transmits PHI received from, or created on behalf of, a Business Associate Affiliate in order to perform services under the Business Arrangements for the applicable Business Associate Affiliate.
 - 1.4 “Covered Entity Affiliate” shall be defined as any Affiliate that meets the definition of “Covered Entity” under the HIPAA Requirements.
 - 1.5 “Term” shall be defined as stated in Section 11.1.

2.0 General Business Associate Provisions.

- 2.1 The parties agree that the intent of this Agreement is to permit Affiliates to act as Business Associates of each other during the Term, with the understanding that even if a business associate relationship between any Affiliates terminates temporarily, the terms of this Agreement will continue to govern the parties in the event the business associate relationship again commences during the Term.
- 2.2 For so long as an Affiliate qualifies as a Business Associate Affiliate hereunder, such Affiliate shall comply with, and is entitled to, the rights, obligations and responsibilities of a Business Associate under this Agreement.
- 2.3 Each Affiliate that qualifies as a Covered Entity hereunder shall comply with, and is entitled to, the rights, obligations and responsibilities of a Covered Entity under this Agreement.
- 2.4 An Affiliate's status as a Business Associate does not preclude the Affiliate from also being a Covered Entity, and vice versa.
- 2.5 Each Affiliate that qualifies as a Covered Entity hereunder, hereby authorizes and grants to each and every Affiliate that acts or may act on its behalf as a Business Associate the power and authority, to the fullest extent permitted by law and as duly authorized in accordance with applicable corporate law and the acting entity's organizational documents, to represent the applicable Covered Entity Affiliate in all matters pertaining to the execution, performance, termination and enforcement of any business associate agreements with third parties to which any Affiliate is a party.
- 2.6 Business Associate Affiliates may receive from Covered Entity Affiliates health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. References to PHI shall include EPHI, and PHI shall refer to only that PHI used, disclosed, received, accessed, created, maintained and/or transmitted by or on behalf of a Covered Entity Affiliate by a Business Associate Affiliate or by Business Associate Affiliate (e.g., Subcontractor) on behalf of another Business Associate Affiliate. Except as otherwise provided in this Agreement, Business Associate Affiliates shall not use or disclose PHI in a manner that would violate the requirements of the HIPAA Requirements if the PHI were used or disclosed by the applicable Covered Entity Affiliate in the same manner. To the extent any Business Associate Affiliate is to carry out a Covered Entity Affiliate's obligations under the HIPAA Requirements, the Business Associate Affiliate shall comply with the provision(s) of the HIPAA Requirements that would apply to the Covered Entity Affiliate in the performance of such obligation(s).

- 3.0 Uses and Disclosures of PHI by Business Associate Affiliate. Except as otherwise Required By Law, Business Associate Affiliates shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Except as otherwise limited herein, each Business Associate Affiliate may: (a) create, receive, use, disclose, maintain, and/or transmit PHI in order to perform and fulfill its duties and obligations under the Business Arrangements and to administer the Business Arrangements; (b) use the PHI in its possession for its proper management and administration and/or to carry out any present or future legal responsibilities of the Business Associate Affiliate, provided that such uses are permitted under applicable state and federal confidentiality laws; and (c) disclose the PHI in its possession for the purpose of its proper management and administration and/or to carry out any present or future legal responsibilities of the Business Associate Affiliate. Each Business Associate Affiliate represents to applicable Covered Entity Affiliates and applicable Business Associate Affiliates that any disclosure it makes for purposes of its proper management and administration and/or to carry out present or future legal responsibilities (i) will be as required under applicable laws, or (ii) the Business Associate Affiliate will obtain reasonable written assurances from any person to whom the PHI will be disclosed that (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) the person will notify the Business Associate Affiliate as soon as practicable, but no later than fifteen (15) days of any instances of which it is aware in which the PHI has been used or disclosed for a purpose that is not permitted by this Agreement or the HIPAA Requirements.
- 4.0 Additional Business Associate Activities. In addition to the uses and disclosures described above, any Business Associate Affiliate may: (a) aggregate the PHI in such Business Associate Affiliate's possession with the PHI of other Covered Entity Affiliates and/or Business Associate Affiliates that the respective Business Associate Affiliate has in its possession through its capacity as a contractor to or operator of such other Affiliates, provided that the purpose of such aggregation is to provide the Covered Entity Affiliate and/or Business Associate Affiliate with data analyses relating to Health Care Operations, as such term is defined in the HIPAA Requirements; (b) de-identify any and all PHI, provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. §164.514(b) and Business Associate Affiliate maintains such documentation as required by 45 C.F.R. §164.514(b); (c) disclose any Covered Entity Affiliate's PHI to Health Care Providers for their Treatment activities in accordance with 45 C.F.R. §164.506(c); (d) disclose any Covered Entity Affiliate's PHI to Health Care Providers and Covered Entities for their payment activities in accordance with 45 C.F.R. §164.506(c); (e) use any Covered Entity Affiliate's PHI to create Limited Data Sets on behalf of the Covered Entity Affiliate; provided, however, that in the event Business Associate Affiliate is the intended recipient of the Limited Data Set, Business Associate Affiliate further agrees to comply with Section 13 of this Agreement; and (f) in accordance with 45 C.F.R. §164.506(c), disclose Covered Entity Affiliate's PHI for (i) the purpose of health care fraud and abuse detection or compliance, and (ii) to any Covered Entity Affiliate for those activities described in paragraphs (1) and (2) of the definition of Health Care Operations set forth in the

HIPAA Requirements, so long as the Covered Entity Affiliate requesting the PHI and the Covered Entity Affiliate receiving the PHI either have or had a relationship with the Individual who is the subject of the PHI being requested, and the PHI pertains to such relationship. Business Associate Affiliate will use reasonable efforts to ensure that all disclosures of PHI by Business Associate Affiliate to third parties comply with the principle of “minimum necessary use and disclosure”; that is Business Associate Affiliate shall only use and further disclose PHI as permitted by this Agreement and the HIPAA Requirements (including but not limited to the minimum necessary. The parties understand that information de-identified in accordance with the HIPAA Requirements is not PHI under the terms of this Agreement.

- 5.0 Subcontractors. If Business Associate Affiliate discloses PHI received from any Covered Entity Affiliate, or created or received by Business Associate Affiliate on behalf of any Covered Entity Affiliate, to agents or subcontractors that are not Affiliates, Business Associate Affiliate shall enter into a written agreement with its agents and subcontractors that meets the HIPAA Requirements, including but not limited to 45 C.F.R. §§164.314, 164.410, 164.502, and 164.504(e) prior to such subcontractor accessing, using, disclosing, maintaining, receiving, and/or transmitting any PHI. By way of example and not limitation, each Agreement between Business Associate Affiliate and its subcontractors and agents shall require such agents or subcontractors to comply with the HIPAA Requirements, including but not limited to the Security Standards and agree to the same restrictions and conditions that apply to the Business Associate Affiliate under this Agreement.
- 6.0 Individual Rights Regarding Designated Record Sets. If a Business Associate Affiliate maintains a Designated Record Set on behalf of any Covered Entity Affiliate, Business Associate Affiliate shall (a) provide access to, and permit inspection and copying of, PHI by the Covered Entity Affiliate or, as directed by the Covered Entity Affiliate, by an Individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (b) amend or append PHI maintained by Business Associate Affiliate as requested by the Covered Entity Affiliate. Business Associate Affiliate shall promptly notify Covered Entity Affiliate of receipt of any request for access or amendment by an Individual of his/her PHI. Covered Entity Affiliate shall determine whether to grant or deny any PHI access or amendment requested by the Individual. Business Associate Affiliate shall have a process in place for receiving requests for amendments and for appending such requests to the Designated Record Set, as requested by the applicable Covered Entity Affiliate.
- 7.0 Accounting of Disclosures. Business Associate Affiliate shall maintain and make available to the applicable Covered Entity Affiliate in response to a request by an Individual, the information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting obligations shall survive the expiration or termination of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

- 8.0 Access to Books and Records. Business Associate Affiliate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate Affiliate on behalf of, Covered Entity Affiliates available to the HHS for purposes of determining any Affiliate's compliance with the HIPAA Requirements. If permitted by law, Business Associate Affiliate shall promptly notify the applicable Affiliate of any such request by HHS.
- 9.0 Compliance with Security Standards; Notice of Security Incidents. Business Associate Affiliate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Business Associate Affiliate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it uses, discloses, creates, receives, maintains or transmits on behalf of any Covered Entity Affiliate. Business Associate Affiliate acknowledges that the HIPAA Requirements requires Business Associate Affiliate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate Affiliate were a Covered Entity Affiliate, and each Business Associate Affiliate agrees to comply with these provisions of the Security Standards. Each Business Associate Affiliate will as soon as practicable, but no later than thirty (30) days, report to the applicable Covered Entity Affiliate or Business Associate Affiliate any Security Incident of which it becomes aware; provided, however, that the Affiliates acknowledge and shall be deemed to have received notice from such Business Associate Affiliate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate Affiliate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of impacted Affiliate, the Business Associate Affiliate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate Affiliate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known and to the extent permitted by law.
- 10.0 HIPAA Breach Notification and Mitigation. Business Associate Affiliate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §§164.404 and §164.410, as applicable, govern the determination of the date of a HIPAA Breach. Business Associate Affiliate will, following the discovery of a HIPAA Breach, notify the applicable Covered Entity Affiliate as soon as practicable and in no event later than thirty (30) days after Business Associate Affiliate discovers such HIPAA Breach, unless Business Associate Affiliate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. Business Associate Affiliate shall provide impacted Affiliates with such information regarding the HIPAA Breach as is required by 45 C.F.R. Sections 164.400 et seq. This Section 10 shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate Affiliate maintains PHI.

11.0 Term and Termination.

11.1 This Agreement shall become effective as of the date signed by the Parties (the “Effective Date”). This Agreement shall remain in effect (the “Term”) until terminated in accordance with the terms of this **Section 11**, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 Each party shall have the right to terminate this Agreement for any reason (or no reason) upon forty-five (45) days written notice to the other party.

11.3 In the event that an Affiliate (the “Notifying Party”) reasonably determines that another Affiliate (the “Notified Party”) has violated a material term of this Agreement and the Notified Party fails to cure such violation(s) within thirty (30) calendar days after receipt of written notice thereof from the Notifying Party, the Notifying Party may terminate this Agreement to the extent it applies to such Notifying Party and to the Notified Party; provided, however, termination of this Agreement between such parties shall not adversely impact the effectiveness of the Agreement between Notifying Party and any Affiliate other than the Notified Party, or between the Notified Party and any Affiliate other than the Notifying Party. In the event of such termination, the Notifying Party shall have the right to terminate any Business Arrangements pursuant to which the Notified Party must use or disclose PHI maintained by or on behalf of the Notifying Party. Notwithstanding the above, in no event shall the Notifying Party have the right to terminate any Business Arrangements pursuant to this **Section 11.3** that do not require the use or disclosure of PHI by the Notified Party. Furthermore, no Affiliate may not terminate any Business Arrangements pursuant to this **Section 11.3** so long as the Notified Party agrees in writing to cease the use, disclosure, maintenance, creation, access and/or transmission of PHI pursuant to such Business Arrangements.

11.4 Upon the termination or expiration of all Business Arrangements between all Affiliates, this Agreement shall expire.

11.5 Upon termination or expiration of this Agreement, each Business Associate Affiliate shall use commercially reasonable efforts to return or destroy all PHI that Business Associate Affiliate maintains in any form. If such return or destruction of PHI by Business Associate Affiliate is not feasible, then notwithstanding such termination of the Agreement, Business Associate Affiliate shall: (i) provide applicable Covered Entity Affiliates with notification of the condition that makes the return or destruction infeasible; (ii) extend the protections provided by this Agreement to such PHI; and (iii) limit further uses and disclosures of such PHI to such purposes that make return or destruction of such PHI infeasible for so long as Business Associate Affiliate maintains such PHI. The duties of Business Associate Affiliate pursuant to this **Section 11.5** shall survive termination of this Agreement.

Notwithstanding, any terms in this Agreement which by their nature must survive after any sale, divestiture or closure of any Covered Entity Affiliate to enable compliance with the HIPAA Requirements shall be deemed to so survive after the date of the sale, divestiture or closure. If, at any point during the Term, an Affiliate is no longer considered to be a Business Associate Affiliate, such Affiliate shall extend the protections of this Agreement, in accordance with this **Section 11.5**, to any PHI it may retain.

11.6 In the event that any party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Requirements, such party shall so notify the other parties in writing. For a period of up to sixty (60) days, the parties shall address in good faith such concern and shall amend the terms of this Agreement, if necessary, to bring it into compliance. If, after such sixty (60) day period, the terms of this Agreement fail to comply with the HIPAA Requirements with respect to the concern(s) raised pursuant to this **Section 11.6**, then a party may terminate this Agreement with respect to itself upon written notice to the other parties.

12.0 Ineligible Persons. Each Business Associate Affiliate and each Covered Entity Affiliate represent and warrant to the other that each: (i) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) or any state healthcare program (collective, the “**Healthcare Programs**”); (ii) have not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs (collectively, the “**Warranty of Non-exclusion**”). Each Affiliate’s representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and each Affiliate shall immediately notify the other Affiliates of any change in the status of the representations and warranties set forth in this **Section 12**. Any breach of this **Section 12** by a party hereto shall give the non-breaching party (parties) the right to terminate this Agreement immediately for cause with respect to such breaching party.

13.0 Data Use Agreement.

13.1 Business Associate Affiliate agrees to strictly limit the use and disclosure of any Limited Data Set(s) provided by Covered Entity Affiliate to the Business Associate Affiliate or created by Business Associate Affiliate from the Covered Entity Affiliate’s PHI, provided that in no event shall any such use or disclosure be for any purpose other than Research, Public Health, Health Care Operations, or as otherwise permitted by law, consistent with the HIPAA Requirements. No other uses or disclosures of Limited Data Set(s) are authorized or permitted.

- 13.2 Each Business Associate Affiliate agrees to limit the persons or classes of persons who are permitted to use or receive the Limited Data Set(s) and to identify those persons, as appropriate.
- 13.3 Covered Entity Affiliates and Business Associate Affiliates acknowledge that the Limited Data Set(s) created by Business Associate Affiliates from Covered Entity Affiliates' PHI, and the Limited Data Set(s) received by Business Associate Affiliates from Covered Entity Affiliates, shall exclude those identifiers required by 45 C.F.R. §164.514(e)(2), as amended from time to time. In furtherance and not in limitation of the foregoing provisions of this Agreement, including this Section 13.3, each Business Associate Affiliate agrees that it will:
- 13.3.1 Not use or further disclose any Limited Data Set other than as permitted or required by this Agreement or as otherwise required by law;
 - 13.3.2 Use appropriate safeguards to prevent use or disclosure of the Limited Data Set(s) other than as provided for by this Agreement;
 - 13.3.3 Immediately report to the applicable Covered Entity Affiliate in writing any use or disclosure of any Limited Data Set not provided for by this Agreement of which Business Associate Affiliate becomes aware;
 - 13.3.4 Not identify or attempt to identify the data contained in the Limited Data Set(s) nor contact or attempt to contact the individuals who are the subject of the data, except as otherwise permitted by this Agreement or applicable law; and
 - 13.3.5 Require Subcontractors to agree to the same conditions and restrictions as apply to Business Associate Affiliate.

14.0 Miscellaneous.

- 14.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity Affiliates

Metro Health Holdings, LLC
c/o CHSPSC, LLC
4000 Meridian Boulevard
Franklin, TN 37067
Attention: Chief Executive Officer

Business Associate Affiliates

CHSPSC, LLC
4000 Meridian Boulevard
Franklin, TN 37067
Attention: General Counsel

- 14.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 Assignment. Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party.
- 14.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 14.5 Entire Agreement. This Agreement constitutes the complete agreement between the Business Associate Affiliates and the Covered Entity Affiliates relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of any other Business Arrangements between the parties for purchase of products or services from any Business Associate Affiliate, or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to compliance with the HIPAA Requirements. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
- 14.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, excluding its conflicts of law provisions.

- 14.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.
- 14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (“**pdf**”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
- 14.9 Authority. The signatories below are executing this Agreement with the intent to bind to the terms stated herein, all entities qualifying as Affiliates and also as Covered Entity Affiliates and/or Business Associate Affiliates during the Term, as applicable, with the understanding that as to any entity later qualifying as a Covered Entity Affiliate and/or a Business Associate Affiliate, the terms of this Agreement shall be come applicable to such entity at such time.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Covered Entity Affiliates

Business Associate Affiliates

Metro Health Holdings, LLC

CHSPSC, LLC

By: _____

By: _____

Name: Terry H. Hendon

Name: Rachel A. Seifert

Title: Vice President

Title: Executive Vice President

Date: _____, 2015

Date: _____, 2015

Schedule 7.3(a)
Corporate Department Allocations

Compliance Department

HIIM Department

Quality and Clinical Transformation Department (now also includes former Ancillary
Services Dept. and Operations Support Dept.)

Marketing Department

Facilities Management Department

Real Estate Department

Managed Care Department

Employee Service Center – only if hospital participates in

Senior Circle – only if hospital participates in

Schedule 7.3(b)
Direct Expenses and Allocations

Learning Management System (aka/The Advanced Learning Center)
Community Cares
Creative Alliance
High Reliability Safety

Cash Management / Bank Service Fees – direct charges associated with hospital use only
PPSI Fees – direct charges associated with hospital use only
Audit Fees

Taxes:

Franchise Taxes
Joint Venture Costs (third party JV tax return prep)
Property Tax
Any other direct taxes associated with hospital

Risk Insurance:

Auto, Physical Damage & Employers Insurance
Aviation Insurance
Collection Bonds
Crime Insurance
Cyber Liability Insurance
Employment Practices Liability
Environmental Liability Insurance
Fiduciary Insurance
Insurance Broker
Malpractice Insurance
Property Insurance
Workers Compensation

Benefits:

401K Fees
Benefits Administration Fees
COBRA
Dental Insurance
Dental Insurance: Employee Contributions
Employee Assistance Program
Flex Spending
Health Insurance
Health Insurance: Employee Contributions
Life Insurance

Long Term Disability

Unemployment Fees

Any other direct third party expenses associated with hospital

Schedule 7.3(c)

Description of certain direct and allocated Departments and Programs

Compliance Department -

Corporate Compliance provides the following services, products and resources for each affiliate:

- Monthly eligibility screening against the OIG, SAM, OFAC and State Databases for all affiliate employees and medical staff members. Software is also provided to the affiliates for use in screening new potential employees, medical staff members, and vendors to ensure they are not suspended, excluded or debarred from participation in a federally funded benefit program;
- A confidential disclosure program hotline is provided to each affiliate to ensure employees and other colleagues and associates have a method to communicate in an anonymous fashion any known or suspected concerns without fear of retribution or retaliation;
- We provide a software called Compliance 360 which we use to deliver standard auditing and monitoring tools and programs, as well as to standardize monthly Facility Compliance Committee agendas and minute formats. C360 affords all affiliates the opportunity to manage their compliance auditing and monitoring as well as their compliance committee responsibilities in an electronic format;
- The Corporate Compliance Department offers round the clock resources for compliance and privacy matters to all affiliates. Some of these resources are accessible through the Compliance intranet, including forms, policies, tool kits, and FAQs, while also providing multiple professional compliance and privacy staff members for consultation and guidance on known or potential issues;
- Standard auditing and monitoring assessment tools are deployed through C360, which enables Corporate Compliance to assess potential risks for each facility as well as in aggregate;
- Compliance training and education is standardized throughout the enterprise and deployed through our Advanced Learning Center for all employees and employed physicians. In addition, a robust training program for facility compliance and privacy officers is also available through both electronic means and via personal contact with members of the Corporate Compliance Department;
- Compliance policies and procedures and the Code of Conduct are developed through Corporate Compliance and deployed through our electronic Policy Management System available on the CHS Intranet;
- A standardized Facility Compliance Committee structure along with standardized electronic agendas and guidance documents are provided to each affiliated entity in an effort to make compliance and privacy turnkey programs for our affiliates; and
- Corporate Compliance also provides review and negotiation of any Business Associate Agreement revisions requested by vendors and contractors in order to maintain the consistency and protection of each affiliate afforded by our standard BAA.

HIIM Department -

Quality and Clinical Transformation Department (now includes Ancillary Services, Clinical Support) -

The Quality and Clinical Transformation Department provides support to CHS affiliated hospitals in many areas, which include the following:

- **Regional Quality Directors:** There is a team of 12 dedicated fulltime Regional Quality Directors (two per division). These individuals provide support, education and assistance to hospital quality leaders in the areas of: patient safety, high reliability, process and outcome improvement, quality management, regulatory/accreditation compliance, as well as other related areas. This support includes periodic on-site consultation/assessment/education, as well as remote support, development of resources/tools, as well as other assessment activities, and collaboration.
- **Infection Control:** We have one fulltime dedicated corporate resource for the support of Infection prevention and control. This individual serves as a subject matter expert and operational resource for the ICP's and other clinical/operational leaders. This support includes limited on-site consultations when needed, as well as frequent remote activities to provide education, improve competencies, foster best

Description of certain direct and allocated Departments and Programs

practices, development resources/tools, etc. This position also provides oversight of an enterprise-wide infection control advisory council and facilitates other IC related collaborative efforts.

- **Medical Staff Credentialing:** We have one fulltime dedicated corporate resource for the support of Medical Staff Credentialing. This individual serves as a subject matter expert and operational resource for the Medical Staff Coordinators and other leaders within our affiliated organizations. This support includes both remote support as well as occasional on-site consultations as needed. This individual also provides/facilitates formal live and remote credentialing training, which includes both training on credentialing processes/standards, as well as use of standard credentialing software.
- **Long Term Care:** We have two fulltime Long Term Care Directors who are devoted to the enhancement of safety, quality of care, regulatory/accreditation compliance, and improvement of clinical process and outcomes specifically in the Long Term Care setting (includes both Hospital-based Skilled units and freestanding Nursing homes). This support includes periodic on-site consultation/assessment/education, as well as remote support, development of resources/tools, other assessment activities, and collaboration.
- **Survey Management:** We have a five-member Mock Survey Team who perform Mock accreditation surveys in all CHS affiliated organizations on a triennial basis. These assessments are fashioned to mirror actual accreditation surveys and provide a detailed report of findings to assist each facility in identifying and addressing accreditation/regulatory vulnerabilities. This team works in collaboration with the Regional Quality Directors who then provide ongoing support/assistance to the facility to address those vulnerabilities/opportunities identified by the Mock Survey Team. Also there are two additional dedicated fulltime Directors of Survey Management who provide remotes support and assistance to all facilities in responding to actual regulatory/accreditation surveys and other types of regulatory evaluations/assessment/inquires.
- **Other Services:** Our department also includes several other members who are dedicated to supporting the many processes, functions and tools, which support the collection, analysis and reporting of data related to Safety, Quality of Care, Process and Outcome Improvement, etc. These additional resources include support and training for Core Measures abstractors and auditors. There are also routinely scheduled enterprise-wide conference calls offered for Quality Directors, Medical Staff Coordinators, Infection Control Practitioners, and LTC/Nursing Home Leaders.

Case Management: The hospitals in each division are supported at the corporate level through a team consisting of a Vice President and Regional Case Management Directors. The corporate Case Management team is responsible for the establishment of standardized processes and tools for use in the facilities in an attempt to reduce variation and the quality issues associated with that variation. The regional directors provide a variety of consultative and support services to the hospitals to assist them in these efforts. These resources may be provided through a variety of means, to include but not be limited to the following:

- Hospital Site Visits, focused or comprehensive assessment
- Individualized orientation for new case management directors
- Case Management Director Educational Sessions (onsite, webinar, teleconference, ALC modules)
- Case Management Staff Educational Sessions (webinar, teleconference, ALC modules)
- Data Analysis
- Assistance with strategic planning

The Central Appeals Unit (CAU) provides the system with a centralized means of managing all governmental Recovery Audit Contractor (RAC) medical necessity denials, Medicare Administrative Contractors (MAC) probe audits and, most recently, the MAC Probe and Educate program, for all CHS affiliated hospitals. In addition, the CAU provides guidance and direction, upon request, for medical necessity appeals. The unit consists of a team of administrative staff, clinical staff and physicians, who review all audit notifications and the associated medical records in order to generate appeals for medical necessity if appropriate. In addition, the unit will work with outside legal support as needed for cases moving upward to the Administrative Law Judge (ALJ) level and beyond.

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Ancillary Services (now a part of Quality and Clinical Transformation Dept)

The Ancillary Services Department provides consultative resources for Lab and Radiology operations. Hospital administration and department directors may call the appropriate corporate director or staff member at any time to discuss operational or clinical issues.

Areas of expertise include department operational reviews, clinical program and protocol development, compliance and regulatory issues, policy and procedure standardization, billing and financial management, and staff competency and education. The department works closely with other corporate departments to help provide reviews of new equipment and services, review of chargemaster and billing issues, and the development and implementation of information systems.

Clinical Support

Clinical Support (fka/Operations Support) contains a group of subject matter experts in varying areas of hospital clinical management including:

- **Pharmacy Services** – A team of at least 20 full time experts in Pharmacy Department Management and in Clinical Pharmacology. There are six full time Regional Pharmacy Directors that travel to hospitals to assist Pharmacy Directors in departmental management including regulatory compliance, drug inventory, safety and hospital-wide operations. There are also five full-time Clinical Pharmacists (PharmD) who assist with; creation and maintenance of the standard formulary, with oversight and management of the corporate drug spend, and with working with hospital Medical Staff(s) on choosing the clinically efficacious and cost effective drug choices for administration to patients. Also included on this team is a full time nurse who is expert at Pharmacy technology and three full time analysts.
- **Surgery** - There are eight full-time Surgery team members who provide expertise and on site assistance for Perioperative Services, OR Process Engineering, Equipment and Supply issues, Regulatory and Legal Compliance and in Surgery technology. There are six employees who provide on-site consultation and program management for initiatives like Perioperative, Total Joint and Ambulatory Surgery Center services. We have one full time Director that is specifically dedicated to Cardiovascular Surgery.
- **Cardiology** – One full-time Director who assists hospitals with issues relating to Cardiac diagnostic and interventional services including Cardiac Catheterization, Electrophysiology and Echocardiogram's.
- **Physical Therapy, Occupational Therapy, Rehabilitation and Wound Care Services** – one full-time expert who consults with hospitals on these service lines including creation and maintenance of hospital programs.
- **Emergency Department** – Five full time Emergency Department experts who assist with departmental management, EDIS deployment and optimization, process engineering, patient safety and program management. Programs include Senior ED Services, EMS relations, transfer center services, regulatory compliance and patient safety.

Marketing Department -

MIS Operating Department* -

Facilities Management Department -

Real Estate Department -

- **The Real Estate** department provides oversight and support for all real estate transactions including leasing, acquisition/disposition and development of real property. Real Estate also handles all lease

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administration (i.e. accounting and billing and collection of rent and rent roll management). Performs compliance review and Fair Market Value assessments for real property transactions.

Managed Care Department -

- **Managed Care Dept.** coordinates all negotiations and contracting efforts with third party payers. These include Managed Care Organizations, TPAs, and direct employer contracts. Contract negotiations cover commercial insurance products, self-funded employer contracts, managed Medicare plans (Medicare Advantage), managed Medicaid plans, Tricare, Workers Comp. and any other payer contract related revenue. The Managed Care dept. has 18 Regional Directors and 6 Physician Contract Managers who are responsible for assigned markets and negotiate for all hospital, physician, and ancillary provider contracts. The Regional Directors are seasoned professionals who have extensive managed care payer experience. The Regional Directors are responsible for developing an in-depth knowledge of their assigned markets and building relationships with the CHS market leadership and the payer representatives who operate plans in those markets. The Regional Directors will use the regional, statewide, and enterprise wide leverage afforded them by CHS's large national presence to yield the best possible results in the contract negotiation process. The Regional Directors are assisted by a centralized analytics team that does detailed claims analysis on each contract negotiation. The Regional Director will work closely with the market leadership and divisional leadership to make sure all parties are apprised of the contract opportunities and results.

Employee Service Center – (only if hospital participates in) -

- **Employee Service Center.** Provides payroll processing and human resources transactional support for hospitals converted to the UltiPro HRIS/Payroll system.

Senior Circle – (only if hospital participates in) -

Learning Management System -

- **The Learning Management System (aka/Advanced Learning Center)** is the online education platform for CHS. The allocation contains the annual fee for the hosted platform and associated software. The annual fee for hosting the platform is configured by our vendor on a per user basis (approx. \$1.25 per user annually)

Currently, we have a library of over 3,200 courses in a variety of topics such as Nursing and Physician Education (many of which offer CE/CME credit at no additional fee), Compliance, Risk Management, Leadership, IS/IT Skills, Facility Maintenance, Patient Financial Services, Health Information Management, Software System Deployments, Nursing Skills and Procedure tutorials and Infection Prevention/Control. Additionally, we have a mechanism in place that allows any facility to place facility specific courses such as annual reorientation topics, hospital specific policies, and emergency plans on the ALC as well. Again, there is no additional fee for this. All employees, employed Physicians, affiliated Physicians and other contract staff have access to our platform. In 2013, we had over 3,000,000 course completions, which is a testament to the value that the ALC adds to our facilities.

Community Cares -

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Creative Alliance -

High Reliability Safety -