

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made and entered into as of March 31, 2018, (the "Effective Date") by and between Saint Thomas Health ("STHe"), and NHC Murfreesboro ("NHC"). STHe and NHC may sometimes be referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, STHe has a palliative care program; and

WHEREAS, NHC has certain patients who would benefit from palliative care services; and

WHEREAS, NHC wishes to affiliate with STHe in order to pursue their common objective of supporting patients with palliative care needs through STHe's provision of certain palliative care patient services at NHC and education of NHC regarding such services as set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

A. Affiliation Process

1. *Patient Acceptance*: STHe shall provide, through an advanced practice provider ("APP"), palliative care services as described more fully below ("Services") to certain NHC patients at the NHC facility located at 420 North University Street, Murfreesboro, Tennessee. The NHC patients designated by NHC for Services shall be former inpatients of a STHe hospital ("Patients"). Patients designated by NHC shall be limited to three (3) patients per week who have consented to the Services and the Services shall be provided pursuant to a schedule agreed upon by STHe. Notwithstanding the foregoing, STHe may decline to accept a Patient for Services who does not have insurance coverage through a program or plan in which STHe participates.

2. *Services*: The Services shall be limited to Patient consultation by the APP and working with the Patients' attending physician and NHC nursing and advanced practice provider staff on goals of care and palliative care education. For avoidance of doubt, the Services shall not include the APP writing any orders or prescribing medication.

3. *Cooperation by NHC*: NHC shall cooperate with STHe to ensure that the Services are provided in an effective and efficient manner. NHC shall make available to STHe any and all records of Patients requested by STHe in connection with the Services.

4. *APP Qualifications*: The APP shall (a) hold a valid license to practice as a nurse practitioner in the State of Tennessee; and (b) comply with all laws and regulations applicable to the provision of the Services.

B. HIPAA Compliance Requirements

To the extent applicable to this Agreement, STHe and NHC agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and

Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

C. Term, Renewal and Termination

1. *Term; Renewal:* The initial term of this Agreement shall commence on the Effective Date and continue through January 31, 2019, unless earlier terminated in accordance with the provisions of this Agreement.

2. *Immediate Termination:* Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon any of the following events: (a) the loss by NHC, whether by suspension or revocation, of any licenses and/or accreditation necessary to serve patients; (b) the failure of either Party to maintain professional liability insurance as provided herein; or (c) in the event that either Party is listed on the U.S. Department of Health & Human Services Office of Inspector General List of Excluded Individuals/Entities as described below in Article I.

3. *Without Cause Termination:* Either Party may terminate this Agreement upon thirty (30) days' prior written notice.

4. *With Cause Termination:* In the event either Party shall materially default in the performance of any duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of fifteen (15) days after written notice thereof has been given to the other Party, the Party who provided prior notice may immediately terminate this Agreement upon written notice to the other.

D. Confidentiality

1. *Confidentiality of Agreement Terms:* The terms and conditions of this Agreement shall remain confidential. Neither Party shall distribute this Agreement, or reveal any of the terms of this Agreement, to any party other than their respective employees, agents, consultants and attorneys who shall be obligated to maintain the confidentiality of this Agreement, except as otherwise required by law or in the course of proceedings related to a dispute between the parties.

2. *Confidentiality of Proprietary Information:*

(a) Confidential Information. In the performance of this Agreement, a Party (the "Disclosing Party") may disclose and make available to the other Party (the "Recipient") certain information concerning the Disclosing Party's business and prospects, business plans, procedures and protocols, products and services, financial performance, marketing and customers, employees, operations, assets and liabilities, which is not available to the general

public and is made known to the Recipient as a result of the relationship between the parties established under this Agreement. Any such information furnished to a Recipient by or on behalf of the Disclosing Party pursuant to this Agreement, and all analyses, compilations, data, notes, interpretations, memoranda or other documents prepared by the Recipient containing any such information furnished by or on behalf of the Disclosing Party are collectively referred to herein as the "Confidential Information." The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Recipient, (ii) becomes available on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, or (iii) is developed independently without reference to the Confidential Information by the Recipient and does not violate any of the Recipient's obligations under this Addendum.

(b) Use and Disclosure. All Confidential Information shall remain the property of the Disclosing Party, and shall be used by the Recipient only to effectuate the purposes of this Agreement. Unless otherwise consented to in writing by the Disclosing Party, the Recipient shall not disclose any of the Disclosing Party's Confidential Information to any third party, provided however that the Recipient may disclose such Confidential Information to its employees, agents, attorneys, assignees and subcontractors as necessary in connection with the performance of this Agreement as long as such employees, agents, attorneys, assignees and subcontractors are obligated by the Recipient to maintain the confidentiality of such information. In addition, nothing in this Agreement shall prohibit a Recipient from disclosing any Confidential Information if such disclosure is legally required pursuant to a court order, subpoena or other valid legal process.

(c) Termination. Upon the termination of this Agreement, the Recipient shall promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information. The terms of this Article D shall survive the expiration or termination of this Agreement. The parties agree that a remedy at law will be inadequate for any breach of the covenants contained in this Article D, and therefore each Party shall be entitled to an injunction both preliminary and final, and any other appropriate equitable relief to enforce its rights under the terms of this Article F. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies which a Party may have.

E. Non-Solicitation Agreement

NHC agrees that during the term of this Agreement and for a period of one (1) year after termination of this Agreement, neither NHC nor any of its Affiliates (as defined below in Article I) shall, directly or indirectly, through an employee leasing or staffing company or otherwise, solicit, induce or encourage any APP who provides the Services hereunder for employment or contract, to reduce, terminate, or otherwise curtail such APP's employment or contractual relationship, or hire, employ or contract with any such APP. This provision survives termination of the Agreement.

F. Insurance

Each Party shall maintain, at its sole expense, general liability insurance or self-insurance with minimum limits of \$3,000,000 annual aggregate. In addition, each Party shall maintain, at its sole expense, professional liability insurance or self-insurance covering such

Party and its employees and agents for acts and omissions during the term of this Agreement with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request by a Party, the other Party shall furnish copies of or certificates of insurance on all policies required under this Section (or evidence of self-insurance) as evidence of the insurance coverage to be procured pursuant to this Agreement.

G. Ethical and Religious Directives

The parties acknowledge that STHe is a member of Ascension Health and the operation of STHe in accordance with the Ethical and Religious Directives and the principles and beliefs of the Roman Catholic Church is a matter of conscience to STHe. The term "Ethical and Religious Directives" means the Ethical and Religious Directives for Catholic Health Care Services as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require STHe to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives.

H. Corporate Responsibility

STHe has in place a corporate responsibility plan which has as its goal to ensure that it complies with applicable law. The plan focus on risk management and the promotion of good corporate citizenship and includes commitments to uphold high standards of ethical and legal business practices and the prevention of misconduct. NHC acknowledges STHe's commitment to corporate responsibility and agrees to conduct all activities and transactions which occur pursuant to this Agreement in accordance with applicable law and the underlying philosophy and objectives of STHe's responsibility plan.

I. Exclusion from Federal Healthcare Programs

NHC represents and warrants that neither it nor its Affiliates have been nor are about to be excluded from participation in any Federal Healthcare Program. NHC agrees to notify STHe within one (1) business day of its receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of NHC or any NHC Affiliate on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that NHC or an Affiliate is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate.

STHe represents and warrants that neither it nor any of its Affiliates have been or are about to be excluded from participation in any Federal Healthcare Program. STHe agrees to notify NHC within one (1) business day of its receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of STHe or any STHe Affiliate on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that STHe or an Affiliate is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate.

The term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

The term "Affiliate" as used in this Agreement shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person; provided, however, an "Affiliate" shall not include any officer or director of any Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise or the right to designate or elect at least a majority of the members of its governing body by contract or corporate membership rights or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

J. Modification or Termination to Comply with Law

In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of counsel to either Party, renders any of the terms of this Agreement unlawful or unenforceable, the Parties agree to negotiate in good faith to conform the Agreement to the requirements of law. If, after thirty (30) days of such negotiations the Parties are unable to reform the Agreement, either Party may terminate the Agreement upon at least thirty (30) days prior written notice, unless the law requires earlier termination.

K. No Remuneration for Referrals of Medicare or Medicaid Patients; No Reimbursement; Billing and Collection

It is the Parties' belief that this Agreement constitutes a lawful affiliation that does not entail conduct proscribed by the Medicare or Medicaid laws or regulations, and the Parties intend that no compensation or remuneration of any kind whatsoever shall be paid under this Agreement for the referral of Medicare, Medicaid or any other federal health care program patient. STHe or its designee shall have the sole and exclusive right to bill and collect for the professional services rendered by the APP hereunder and the collections resulting from such services shall be the sole and exclusive property of STHe or its designee. NHC shall timely provide any required documentation and assistance required by STHe or its designee to collect such fees. NHC shall promptly turn over any payments received by it that are related to the provision of the professional services provided hereunder to STHe or its designee, without demand or offset.

L. Access to Records

STHe will have the right to access and copy such reports, records, and supporting documentation of NHC as necessary to respond to billing and coding audits, inquiries and investigations and any medical malpractice claims, and for any other lawful purpose.

M. Notices

All notices required under this Agreement shall be deemed given on the date received if delivered in person or by overnight delivery service, or three (3) days after mailing if sent by first-class United States mail, postage prepaid and return receipt requested. Notices shall be delivered to the Parties as follows:

To STHe:

Saint Thomas Health
102 Woodmont Blvd., Suite 800
Nashville, TN 37205
Attn: Chief Executive Officer

Copy To:

Saint Thomas Health
102 Woodmont Blvd., Suite 800
Nashville, TN 37205
Attn: General Counsel

To NHC:

420 North University Street
Murfreesboro, TN 37130
Attn: Lynn Foster, Administrator

N. No Partnership

The Parties are independent contractors. None of the terms set forth in this Agreement create, or are to be construed as creating, any partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between the Parties. Neither party has the right or the power to serve as an agent of the other Party, or to act in any other way on behalf of or in any way that might create a binding obligation on the other Party.

O. No Third Party Rights

This Agreement shall not create and shall not be construed as creating any rights in any other person or party as a third party beneficiary of this Agreement or any terms hereof.

P. Entire Agreement

This Agreement (including any exhibits, schedules, addenda and other attachments hereto) constitutes the complete agreement between the parties regarding the subject hereof and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included herein and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals, agreements, prior course of dealings or discussions of the parties.

Q. Severability

In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

T. No Assignment or Subcontracts

No Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

U. Amendment

This Agreement may only be amended by a written agreement executed by the duly authorized representatives of the Parties.

V. Governing Law

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Tennessee, County of Davidson, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to the venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either Party anywhere in the world. This Agreement shall be governed by the laws of the State of Tennessee.

W. Compliance with Applicable Law


In performing this Agreement, each Party shall comply at all times with all applicable federal, state and local laws and regulations.

X. Counterparts

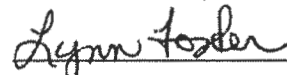
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, this Affiliation Agreement is signed by the duly authorized representatives of each Party.

SAINT THOMAS HEALTH

By: 
BF0E088B3621498...
Its: Lisa Davis
Date: 4/27/2018

NHC MURFREESBORO

By: 
Its: Administrator
Date: 3/31/2018