

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (the "Agreement") is entered into as of October 1, 2011 by and between Dartmouth House Nursing Home, Inc., d/b/a Brandon Woods of Dartmouth on behalf of its long-term care facility located at 567 Dartmouth Street, S. Dartmouth, Massachusetts 02748 ("Facility"), and RehabCare Group East, Inc. d/b/a RehabCare Group Therapy Services, Inc. ("RehabCare").

Article I – Recitals

1.1 A number of Facility residents require physical therapy, occupational therapy, and/or speech therapy services (collectively, "Therapy Services").

1.2 RehabCare employs or otherwise retains therapy personnel, including, without limitation, physical therapists, occupational therapists, and speech therapists.

1.3 Facility desires to engage RehabCare and RehabCare desires to be engaged to provide Therapy Services to Facility residents in order to facilitate each resident's return to as high a level of independence in lifestyle as possible.

Therefore, it is mutually agreed as follows:

Article II – Term

2.1 This Agreement shall have an initial term commencing on the date first above written (the "Effective Date") and concluding at the end of 2 year(s) following October 1, 2011, the date on which RehabCare will commence responsibility for providing Therapy Services at the Facility (the "Operational Date"). The period of time from the Effective Date to that date which is 2 year(s) after the Operational Date is herein called the "Initial Term".

2.2 At the end of the Initial Term, the term of this Agreement will automatically be extended for successive 1 year periods, unless earlier terminated as provided in this Agreement. Each such period following the Initial Term is called an "Extended Term".

2.3 This Agreement may also be terminated as provided in Article X below.

Article III - Obligations of RehabCare

3.1 RehabCare will provide Therapy Services to Facility residents during the term of this Agreement. Such Therapy Services shall be provided, as appropriate, by the following therapy personnel: physical therapist(s), physical therapy assistant(s), occupational therapist(s), certified occupational therapy assistant(s), speech therapists, and therapy tech(s) (collectively, the "Therapy Personnel").

3.2 RehabCare shall provide Therapy Services to each Facility resident requiring such services in accordance with the plan of care established by the physician responsible for such resident's care. Therapy Personnel shall be available 7 days per week when that is necessary to provide Therapy Services in accordance with the applicable plans of care and the timeframes established by federal and/or state laws and regulations; subject to this obligation, RehabCare shall be responsible for assigning individual Therapy Personnel to provide services at the Facility and for scheduling the times at which Therapy Services will be

provided. Therapy Personnel shall commence providing Therapy Services to a Facility resident upon RehabCare's receipt of: (a) the written order of the physician responsible for such resident's care, and (b) specific authorization from the Facility to provide Therapy Services to the resident.

3.3 If, in Facility's judgment, any RehabCare Therapy Personnel has failed to perform adequately his or her material job responsibilities or has failed to act in accordance with applicable standards of professional and ethical conduct, then Facility shall notify RehabCare in writing. Within 5 business days of receiving such notice, RehabCare will meet (either in person or by telephone) with Facility to review the reasons for Facility's dissatisfaction and to attempt to cure the situation by taking such action as is mutually agreed by the parties. If, in the judgment of Facility, the performance of a particular individual remains unsatisfactory, then Facility may request that such individual be removed from providing services, and RehabCare shall comply with such request. In the event that the Facility in its sole discretion determines that a particular individual has materially breached Facility's code of conduct or otherwise materially breached Facility's policies and procedures, Facility may upon written notice to RehabCare remove that individual from providing services.

3.4 In addition to providing Therapy Services, the Therapy Personnel shall participate in conferences and care plan meetings, as mutually agreed by the Facility and RehabCare, to coordinate the care of individual residents.

3.5 RehabCare will be responsible for the payment of (a) wages, employee benefits, workers' compensation insurance, liability insurance, and other compensation for its employees, and (b) all fees of independent contractors, to the extent each is engaged by RehabCare to provide services at the Facility pursuant to this Article III. Therapy Personnel provided by RehabCare will not be deemed employees of the Facility. All Therapy Personnel providing Therapy Services at the Facility shall maintain all federal, state and local licenses, certifications, and permits which are required to provide Therapy Services according to the laws and regulations of the jurisdiction in which such Therapy Services are provided. RehabCare will provide a summary of experience to Facility for all Therapy Personnel providing services at Facility, together with a copy of any applicable licenses. RehabCare will offer all Therapy Personnel the Hepatitis B Vaccine and provide periodic health screening and training regarding occupational health matters, to the extent required by applicable laws and regulations.

3.6 RehabCare and the Therapy Personnel shall abide by applicable Facility policies and procedures including, but not limited to, Facility policies regarding criminal background checks of individuals providing services to Facility residents, to the extent such policies and procedures are consistent with the requirements of applicable federal and state law and are applied to Therapy Personnel in a nondiscriminatory manner. Facility agrees to provide RehabCare with a current copy of those policies and procedures with which RehabCare and the Therapy Personnel are expected to comply.

3.7 RehabCare shall, and shall cause Therapy Personnel to, keep and to furnish to Facility accurate and detailed records of the Therapy Services provided by Therapy Personnel. Such records shall include documentation of each resident's treatment, progress, and evaluations in accordance with the requirements of applicable laws and regulations. The original records will at all times be and remain the property of Facility; provided, however, RehabCare may retain a copy for its own records. RehabCare and the Therapy Personnel will maintain the confidentiality of information contained in resident records and will only release such information and/or records in accordance with applicable state and federal laws and regulations.

3.8 RehabCare shall submit to Facility such information as is necessary for Facility to properly bill payors for Therapy Services provided by Therapy Personnel to Facility residents. RehabCare agrees not to bill directly any payor or resident for Therapy Services, absent the express prior written consent of Facility.

3.9 To the extent RehabCare provides any computer hardware/software at Facility to facilitate the provision of Therapy Services hereunder, RehabCare shall clearly label such property as belonging to RehabCare. Upon termination of this Agreement for any reason, RehabCare shall remove its property from the Facility.

3.10 RehabCare will provide general liability and professional liability insurance coverage with respect to its employees with limits of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate, which coverage shall name Facility as an additional insured. RehabCare shall provide Facility with a certificate evidencing such insurance and shall not cancel such policies without 30 days prior written notice to Facility.

3.11 RehabCare certifies that, as of the Effective Date of this Agreement, it is not debarred, excluded or otherwise ineligible for participation in any government health care program(s), and neither RehabCare nor its executive officers has been convicted of a felony offense related to the delivery of health care services in the immediately preceding 3 years.

3.12 RehabCare will perform its obligations under this Agreement in compliance in all material respects with applicable federal and state laws and regulations.

Article IV - Obligations of Facility

4.1 Facility hereby engages RehabCare to provide Therapy Services to residents of the Facility.

4.2 Facility will be responsible for assessing each resident covered by the Medicare Prospective Payment System and ensuring that the acuity level for each resident has been properly documented to permit the resident to be assigned to the appropriate Resource Utilization Group.

4.3 Facility will provide professional and administrative control and supervision over the Therapy Services. Specifically, without limitation, Facility will be responsible for obtaining all required written orders for the provision of Therapy Services to residents from each resident's attending physician in accordance with accepted professional practice. Facility will also be responsible, in consultation with the physician who certifies a resident's plan of care and the Therapy Personnel, for deciding when to initiate, alter, and/or terminate the provision of Therapy Services to a Facility resident.

4.4 Facility will provide adequate space to evaluate and provide Therapy Services to Facility residents and to store any computer hardware/software maintained by RehabCare at the Facility to facilitate RehabCare's provision of services under this Agreement.

4.5 Facility will provide all equipment and other materials and supplies necessary to evaluate and provide Therapy Services to Facility residents. The equipment shall be kept in good order and repair by Facility. Facility will also provide linen, laundry, maintenance, housekeeping, and other general services with respect to Facility residents in accordance with Facility's general standards for such activities.

4.6 Facility will provide all nursing personnel required to provide Facility residents with nursing services.

4.7 Facility personnel, including Facility nursing personnel, will not be deemed employees or agents of RehabCare. Facility will be responsible for the compensation (including wages, benefits, workers' compensation insurance, and liability insurance) for such personnel.

4.8 Facility will provide professional and general liability insurance with respect to its employees with limits of not less than \$200,000 per occurrence, \$400,000 annual aggregate, which coverage shall name RehabCare as an additional insured. Facility shall provide RehabCare with a certificate evidencing such insurance and shall not cancel such policies without 30 days prior written notice to RehabCare.

4.9 Facility will provide RehabCare with a copy of those Facility policies and procedures with which RehabCare and the Therapy Personnel are expected to comply.

4.10 Therapy Services provided pursuant to this Agreement will be billed by the Facility at billing rates established by the Facility. Revenues collected for services rendered to Facility residents pursuant to this Agreement will be the exclusive property of Facility. RehabCare has no right or interest in the revenues, collected or not, generated from services rendered to Facility residents. Notwithstanding anything to the contrary contained herein, RehabCare may, upon written authorization of the Facility, direct bill any third party provider for Therapy Services if RehabCare is able to bill. In such cases, any revenues collected become the exclusive property of RehabCare.

4.11 Facility represents and warrants to RehabCare that, in the event Facility shared any Facility records with RehabCare prior to the execution of this Agreement, such records are accurate and complete in all material respects, were prepared and maintained in Facility's usual, regular, and ordinary manner, and present fairly the condition and results of operations of the programs and services covered by such records.

4.12 Facility represents and warrants to RehabCare that Facility is not currently using any form of computerized therapy or rehabilitation medical records/documentation technology or system.

4.13 During the Initial Term and any Extended Term, RehabCare shall be the sole and exclusive provider of Therapy Services for residents of the Facility. If Facility adds or expands the sites at which it operates as a long-term care facility, then RehabCare shall provide services to such additional and/or expanded sites on terms and conditions to be mutually agreed by the parties. Notwithstanding the above, this Section shall not restrict the patient's right of choice with respect to healthcare providers.

4.14 Facility certifies that, as of the Effective Date of this Agreement, it is not debarred, excluded or otherwise ineligible for participation in any government health care program(s), and that neither Facility nor its executive officers has been convicted of a felony offense related to the delivery of health care services in the immediately preceding 3 years.

4.15 Facility will perform its obligations under this Agreement in compliance in all material respects with applicable federal, state and local laws and regulations.

Article V - Compensation

5.1 Facility shall pay RehabCare Group, Inc., as agent for RehabCare, a service fee each month for the Therapy Services provided by RehabCare, as set forth on Schedules A, B, C, and D attached hereto and made a part hereof.

5.2 The fees payable under Section 5.1 and the Schedules hereto will be adjusted as set forth in the Schedules.

5.3 RehabCare will forward to Facility no later than the third business day of each month an invoice for the fees payable by Facility under this Article V, together with payment instructions. Within 90

days after receipt of such invoice, Facility will forward to RehabCare payment in the full amount of such invoice. If any amount so invoiced is not paid on or before its due date, the outstanding balance will bear interest commencing 120 days from the date of the invoice at a rate of 5% per annum or, if less, the maximum rate permitted under applicable state law, until such amount is paid in full. Any payments made thereafter received by RehabCare will be applied first to the oldest unpaid invoice and then to interest accrued but unpaid.

5.4 If Facility pays RehabCare a service fee for Therapy Services and Facility is subsequently denied reimbursement for such Therapy Services as a result of incorrect or inadequate documentation of such Therapy Services, by RehabCare or the late submission of bills caused by RehabCare's failure to submit charges in a timely manner (incorrect, inadequate, or untimely documentation being determined by reference to the regulations or instructions of Medicare) and all appropriate appeals processes have been exhausted including receipt of an unfavorable Administrative Law Judge decision, then RehabCare will reimburse Facility in an amount equal to the amount which the Facility paid RehabCare for such services provided Facility meets the following requirements: (i) Facility submitted the claim for reimbursement to the Medicare contractor no later than 4 months after the Therapy Services were provided; and (ii) Facility notifies RehabCare in writing to the Denials Department and the Program Director at Facility of the initial denial notice (the demand for repayment or online claim summary) within 30 calendar days of the date on the denial notice. Facility shall send RehabCare a copy of the earlier of the (i) demand letter for [re]payment or (ii) printout of the online claim summary including a valid paid date, itemized covered/non-covered charges and the narrative remarks page. If Facility satisfies these requirements, reimbursement shall be made by adjustment on the next RehabCare invoice. This obligation shall survive the termination and/or expiration of this Agreement. Facility agrees to notify RehabCare in writing of any Additional Documentation Requests ("ADR") within 10 calendar days of the date on such ADR by sending a copy of the ADR to the Program Director at Facility. Facility agrees to take all reasonable actions to file for and diligently prosecute all appropriate appeals of such denied reimbursements, in those cases where RehabCare requests that an appeal be filed. With respect to each denial notice involving RehabCare, RehabCare agrees to act as Facility's agent to pursue all such rights of rehearing and administrative appeal with respect to each denial notice and Facility hereby agrees to appoint RehabCare to act in such capacity. RehabCare further agrees to assist Facility in any appropriate appeals process and to pay all reasonable expenses associated with the appeals process to the extent that an appeal relates to incorrect, inadequate, or untimely documentation on the part of RehabCare or Therapy Personnel provided by RehabCare.

5.5 Both RehabCare and Facility acknowledge and agree that the compensation payable to RehabCare is intended to be consistent with the fair market value of services rendered by RehabCare under the terms of this Agreement. RehabCare shall not accept payment for services rendered under this Agreement from anyone other than Facility, except as outlined in Section 4.10, including, but not limited to Medicare co-payments from patients receiving services from RehabCare at the Facility.

5.6 In the event of a third party review, including, but not limited to, any rehearing and/or administrative appeal and/or RAC audit which delays or terminates reimbursement to Facility in connection with Therapy Services, RehabCare shall continue to provide such Therapy Services to Facility during the pendency of such an event and shall not default Facility for non-payment under § 10.5 herein. Within 20 days of restoration of funding, Facility shall pay RehabCare sums accrued for Therapy Services rendered during such event. This provision shall not become effective until the total withheld dollar amount of the aggregate of all Facilities exceeds \$100,000 but in no case shall the aggregate amount of all Facilities exceed \$300,000.

Article VI - Proprietary Information

6.1 For purposes of this Agreement, the term "Proprietary Information" will include all types of proprietary data, trade secrets, and confidential information of RehabCare or Facility, respectively, whether oral or written, which is not legitimately in the public domain, including, but not limited to the following:

(a) With respect to RehabCare: (i) all proprietary documents of RehabCare, including but not limited to any proposal, financial data, memoranda, manuals, handbooks, production books and audio or visual recordings which contain written information relating to the services provided by RehabCare hereunder (excluding written materials distributed to residents); (ii) all computer software developed or provided to Facility by RehabCare (including all documentation relating thereto); (iii) all proprietary methods, techniques and procedures utilized by RehabCare (or provided by RehabCare for Facility to use) in providing treatment services to residents to the extent such methods, techniques, and procedures are not readily available through sources in the public domain; (iv) all marketing strategies, demographics and other materials not readily available through sources in the public domain; (v) all trademarks, tradenames and service marks of RehabCare; and (vi) all other information, documentation, data, know-how, devices, designs, and technology, whether obtained by Facility before or after the execution of this Agreement, relating to RehabCare's trade secrets, customers and finances, without regard to medium of storage or method of transmission of such information, such as verbal, visual, written, magnetic, optical, or other machine-readable form, including without limitation all notes, minutes, and other summaries of planning meetings between representatives of the parties, none of the foregoing of which is in the public domain.

(b) With respect to Facility: (i) all pricing or business strategies; (ii) charge data; (iii) financial information; (iv) all marketing strategies, demographics and other materials not readily available through sources in the public domain; (v) all trademarks, tradenames and service marks of Facility, and (vi) all other information, documentation, data, know-how, devices, designs, and technology, whether obtained by RehabCare before or after the execution of this Agreement, relating to Facility's trade secrets and finances, without regard to medium of storage or method of transmission of such information, such as verbal, visual, written, magnetic, optical, or other machine-readable form, including without limitation all notes, minutes, and other summaries of planning meetings between representatives of the parties.

6.2 Facility and RehabCare acknowledge that Proprietary Information of the other party shall not include information with respect to such other party which the first party can prove was in its possession prior to the initiation of the negotiation of this Agreement, or is information generally available within the healthcare, rehabilitation, or long term care industries, or is information rightfully obtained by it through third party sources.

6.3 Facility and RehabCare acknowledge that the other's Proprietary Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable business information developed at great expenditure of time, effort and money. Each party agrees that it will not, without the express prior written consent of the other, use the other's Proprietary Information for any purpose other than the performance of this Agreement. Each party further agrees to maintain the confidentiality of the Proprietary Information disclosed to it by the other party; absent express prior written consent, neither Facility nor RehabCare will disclose or reveal the other's Proprietary Information to any third party, except to the extent such disclosure is required by law, pursuant to subpoena or other legal process. If any person seeks to compel Facility or RehabCare to disclose the other's Proprietary Information, then Facility or RehabCare, as appropriate, will promptly notify the party owning such Proprietary Information so that such party has the opportunity to seek an appropriate protective order.

6.4 Facility and RehabCare acknowledge that any disclosure of Proprietary Information to it by the other party is done in reliance upon the receiving party's representations and covenants in this

Agreement. Facility and RehabCare agree not to duplicate or make any copies of the Proprietary Information of the other except as necessary to carry out its responsibilities under this Agreement. Upon termination of this Agreement by either Facility or RehabCare for any reason whatsoever, Facility will promptly return to RehabCare and RehabCare will promptly return to Facility all material constituting or containing Proprietary Information of the other. Neither Facility nor RehabCare will thereafter use, appropriate, reproduce, or disclose such information to any third party, except to the extent such disclosure is required by law, pursuant to subpoena or other legal process.

6.5 Both Facility and RehabCare each recognize and agree that violation or breach of this Article VI may result in grievous and irreparable harm to the other party, which harm may be difficult to quantify, and that neither party will have an adequate remedy at law for breach of this Article VI. Therefore, Facility and RehabCare both agree to waive any defense that the other party has an adequate remedy at law and agree that the other party may enforce its rights in equity by injunctive or other equitable relief, in addition to whatever other remedies may exist at law. Both parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

6.6 The provisions of this Article VI shall survive the termination of this Agreement.

Article VII - Recruitment of Employees

7.1 Facility acknowledges that RehabCare has expended and will continue to expend substantial time, effort and money in training staff in the delivery of Therapy Services. Therapy Personnel who provide services to Facility will have access to and possess Proprietary Information of RehabCare. Facility acknowledges that to employ or contract with Therapy Personnel or former Therapy Personnel would likely result in the use by Facility of RehabCare Proprietary Information in violation of Article VI hereof. Facility, therefore, agrees that, without RehabCare's prior written consent ("Consent"), Facility will not (i) directly through its efforts or (ii) indirectly through the efforts of person(s) acting by or on behalf of Facility, during the Initial Term and any Extended Term and during an additional 1 year thereafter, employ, solicit the employment of, or in any way retain the services of any Therapy Personnel or former Therapy Personnel, if such individual was employed or retained by RehabCare at any time during the immediate preceding 1 year. The foregoing employment restrictions shall not apply to Therapy Personnel or former Therapy Personnel if such individual is or was employed or retained by RehabCare for a period greater than one year. With respect to Therapy Personnel or former Therapy Personnel employed or retained by RehabCare at any time during the immediate preceding year, Facility may employ such persons upon payment to RehabCare of \$5,000.00 for each Registered Therapy Personnel who remain employed by Facility for a period of 90 days and \$3,500.00 for each Non-Registered Therapy Personnel who remain employed by Facility for a period of 90 days. In either event, RehabCare shall release its Therapy Personnel or former Therapy Personnel who have been employed for greater than twelve consecutive months, from any non-compete agreements they may have entered into with RehabCare.

7.2 RehabCare similarly agrees that, without Facility's prior written consent, RehabCare will not (i) directly through its efforts or (ii) indirectly through the efforts of person(s) acting by or on behalf of RehabCare, during the Initial Term and any Extended Term and during an additional 1 year thereafter, employ, solicit the employment of, or in any way retain the services of any employee, former employee or independent contractor of Facility, if such individual was employed or retained by Facility at any time during the immediately preceding 1 year to provide services in connection with the Program at the Facility. Any individuals who were employed or retained by RehabCare prior to their becoming employed or retained by Facility will not be subject to this restriction. RehabCare will maintain those employees working at the Facility prior to any notice of termination in place during the termination period and shall not transfer or otherwise remove such employees from the Facility during such termination period. In addition, RehabCare shall take

no action relative to its employees working at Facility which favors RehabCare's affiliated nursing facilities owned by Kindred Health Care.

7.3 The provisions of this Article VII shall survive the termination of this Agreement.

Article VIII – Indemnification

8.1 RehabCare agrees to defend, indemnify and to hold Facility and its affiliates, directors, officers, agents, and employees ("Facility Indemnitees") harmless from any claims, action, loss, liability, damage, cost or expense (including reasonable attorneys' fees and other reasonable expenses of litigation) resulting from or alleging any negligent act or omission or any failure to perform any obligation undertaken or any covenant in this Agreement by RehabCare or any of its employees, other than acts or omissions occurring at the specific direction of a Facility Indemnitee; provided RehabCare receives notice of such act or omission within 10 business days from the date Facility learns of such event.

8.2 Facility agrees to defend, indemnify and to hold RehabCare and its affiliates, directors, officers, agents, and employees ("RehabCare Indemnitees") harmless from any claims, action, loss, liability, damage, cost or expense (including reasonable attorneys' fees and other reasonable expenses of litigation) resulting from or alleging any negligent act or omission or any failure to perform any obligation undertaken or any covenant in this Agreement by Facility or any of its employees, other than acts or omissions occurring at the specific direction of a RehabCare Indemnitee; provided Facility receives notice of such act or omission within 10 business days from the date RehabCare learns of such event.

8.3 The terms of this Article VIII shall survive the termination of this Agreement

Article IX - Service Mark and Copyright License

9.1 Facility acknowledges that "RehabCare" is a registered service mark belonging exclusively either to RehabCare or one of its subsidiaries and that, during the term of this Agreement only, Facility is licensed to utilize this service mark in connection with the provision of Therapy Services. Facility's use of this service mark or any other service mark owned by RehabCare or an affiliate of RehabCare (e.g., parent, subsidiary, or sister corporation) will inure to the benefit of RehabCare and its affiliates, and will not give Facility any right or title therein, and any common law service mark rights acquired as a consequence of Facility's use thereof are hereby assigned exclusively to RehabCare and its affiliates. At the termination of this Agreement, Facility will immediately terminate the use of this service mark and any other service mark owned by RehabCare or a RehabCare affiliate unless a separate written service mark license agreement, specifically authorizing continued use of such service mark, is entered into by the parties hereto at that time. Facility will not cause any documents to be printed bearing a service mark of RehabCare or a RehabCare affiliate without an accompanying mark indicating that such service mark is the registered service mark of RehabCare or its affiliate, as applicable.

9.2 During the term of this Agreement only, Facility is authorized to use certain forms, manuals, and other documents provided by RehabCare in connection with the provision of Therapy Services at Facility. Ownership of such forms, manuals, and documents shall vest and remain in RehabCare.

9.3 The provisions of this Article IX shall survive the termination of this Agreement.

Article X - Termination

10.1 Either party may terminate this Agreement immediately upon written notice to the other stating the effective date of termination upon the bankruptcy, insolvency, liquidation or appointment of a receiver with respect to the other party.

10.2 Either party may terminate this Agreement immediately upon written notice to the other stating the effective date of termination should the other be debarred, excluded or otherwise deemed ineligible for participation in Medicare.

10.3 RehabCare may terminate this Agreement immediately upon written notice to Facility upon the suspension, revocation, or other loss, in whole or in part, of Facility's state license or certification as a Medicare provider.

10.4 Either party may terminate this Agreement immediately upon written notice to the other stating the effective date of termination in the event the other party commits a material breach of any obligation or covenant under this Agreement, other than the obligation to pay money, and the breaching party fails to cure such breach within 30 days following receipt of notice of such breach from the non-breaching party indicating the specific term or terms of the Agreement which have been breached and describing, in reasonable detail, the event or events which have caused the breach.

10.5 RehabCare may terminate this Agreement immediately upon written notice to Facility stating the effective date of termination in the event that Facility fails to make any payment due under this Agreement and such failure continues for 10 days after the 120 days referenced in Section 5.3. Both parties agree to use good faith efforts to resolve payment issues which may arise as a result of Medicare and/or Medicaid reimbursement issues concerning the Facility.

10.6 Either party to this Agreement may waive a breach of this Agreement by the other party by written agreement or by electing not to provide the notice specified in Sections 10.1 through 10.5, as applicable. Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

10.7 In the event that any federal or state legislative or regulatory authority adopts any statute or regulation which: (a) renders this Agreement illegal or prohibited; (b) establishes a material adverse change in the method or amount of reimbursement or payment for services under this Agreement; or (c) imposes requirements which require a material adverse change in the manner of either party's operations under this Agreement, then the party materially and adversely affected by any such change in statute or regulations may, within 90 days of the effective date of such change, request in writing that the parties enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in statute or regulations while preserving the original intent of this Agreement to the greatest extent possible. If, within 60 days after the date of such written request, the parties are unable to reach an agreement through good faith negotiations as to how this Agreement will continue, then the party adversely affected may terminate this Agreement upon 30 days prior written notice to the other party.

10.8 Either party may terminate this Agreement at any time, upon 90 days prior written notice. Upon either party's election to terminate this Agreement, pursuant to this Section, any and all monies due for services rendered prior to the date of termination, must be received by paying such sum in 6 equal payments together with interest at 5% on the declining balance, commencing thirty days after termination and monthly thereafter.

Article XI - Miscellaneous Provisions

11.1 Notice: Notices provided under the terms of this Agreement will be in writing and will be deemed to have been properly given to a party (i) if hand-delivered, or if sent by facsimile, upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail (or registered or certified airmail), postage prepaid, return receipt requested, effective 2 days after deposit in the United States mail, addressed to the address or telecopied to the telecopy number of such party in each case as follows or as otherwise communicated by one party to the other pursuant to the notice procedure of this Section:

As to Facility:

Brandon Woods of Dartmouth
567 Dartmouth Street
S. Dartmouth, Massachusetts 02748
Email: acrabtree@elderservices.com

As to Facility Owner:

The Essex Group Incorporated
51 Summer Street
Rowley, Massachusetts 01969
Attn: Frank C. Romano
Email: fromano@elderservices.com

As to RehabCare:

RehabCare Group East, Inc.
680 South Fourth Street
Louisville, Kentucky 40202
Attn: Executive Vice President, Skilled Nursing and Rehabilitation Services
Fax: (314) 558-1804
cc: Director of Client Services
Credit and Collections Manager
Fax: (502) 596-4204
cc: VP and Chief Counsel, RehabCare
Fax: (502) 596-4785

11.2 Force Majeure: If any party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said party will not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to failure of the Facility to perform its obligations hereunder as a result of the failure of the United States Government to make usual and customary payments under the Medicare Program and/or usual or customary payments from the Veterans Administration to the Facility and/or the Commonwealth of Massachusetts fails to make usual and customary payments under the MassHealth (Medicaid) Program to the Facility, or when prevented from performing its obligations by acts of God, civil or military authority, acts of public enemy, terrorist activity, accidents, fires, explosions, earthquakes, floods, tornadoes, failure of transportation, strikes or other similar cause beyond the reasonable control of Facility, then such failure to perform will not be deemed a default hereunder and will be excused without penalty until 30 days from the date of occurrence of any of the foregoing events upon written notice made by Facility to RehabCare of the exercise of the foregoing provision. The parties agree to enter into good faith negotiations for the purpose of establishing amendments or modifications relative to this provision, should either party make written request for such action.

11.3 **Governing Law:** The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof will be governed in accordance with the laws of the State of Massachusetts.

11.4 **Federal Government Access:** Until the expiration of 10 years after services are rendered under this Agreement, RehabCare will make available, upon the request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, any books, documents (including a copy of the Agreement), or records of RehabCare necessary to certify the nature and extent of costs claimed for purposes of Medicare reimbursement for services provided under this Agreement. RehabCare will provide such books, documents and records subject to applicable federal law and in accordance with regulations governing such access with written notice to Facility.

If RehabCare performs any of its obligations under this Agreement through subcontract with a related organization, and the value or cost of such subcontract services is in excess of \$10,000, then until 10 years after the termination of services provided under this Agreement, RehabCare will provide in its contract with such related organization that such related organization will make available, upon request of the Secretary of Health and Human Services, the Comptroller General or their duly authorized representative, the subcontract, books, documents and records of such related organization as are necessary to verify the nature and amount of costs claimed for Medicare reimbursement with respect to services rendered under this Agreement. RehabCare will provide such subcontract, books, documents and records subject to applicable law and in accordance with regulations governing such access with written notice to Facility.

11.5 **Severability:** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

11.6 **Complete Agreement:** This Agreement, together with the Schedules hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein will be valid or binding. No amendment to this Agreement or any of its Schedules or Exhibits will be effective unless in writing and signed by both parties.

11.7 **Counterparts:** This Agreement may be executed in one or more counterparts, all of which together will constitute only 1 Agreement.

11.8 **Binding Effect:** This Agreement will be binding on the successors and assigns of the respective parties.

11.9 **Confidentiality/Public Relations:** RehabCare and Facility each acknowledge a duty to maintain the confidentiality of the terms of this Agreement, except where disclosure is required by law or mutually agreed by the parties. Neither party will issue a press release or other statement for broad public dissemination (whether through written, oral, electronic, or other medium) or respond to media inquiries regarding the relationship between the parties, except where such disclosure is required by law or mutually agreed by the parties; provided, however, that neither party shall be restricted in any way from acknowledging the existence of (as contrasted with the terms of) its contractual relationship with the other party or from including the other party's name on client/vendor lists or other reference lists.

11.10 **Authority:** Facility and RehabCare each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

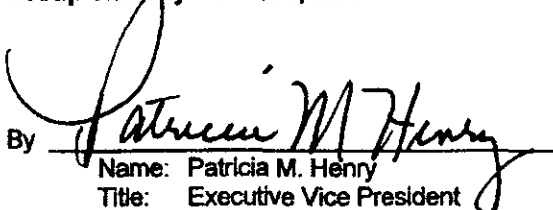
11.11 HIPAA Compliance: RehabCare agrees to operate its business in a manner, and to enter into mutually agreeable amendments to this Agreement, as necessary to permit Facility to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards"). Notwithstanding the foregoing, in the event that RehabCare determines that its obligations pursuant to this Section would directly or indirectly require a material adverse change in the manner of RehabCare's operations under this Agreement, then RehabCare may request in writing that the parties enter into good faith negotiations for the purpose of establishing amendments or modifications to the service fees described in Article V. If, within 60 days after the date of such written request, the parties are unable to reach an agreement through good faith negotiations as to the scope of RehabCare's management responsibilities under this Agreement and the service fee to be paid by Facility, then RehabCare may terminate this Agreement upon 60 days prior written notice to the Facility.

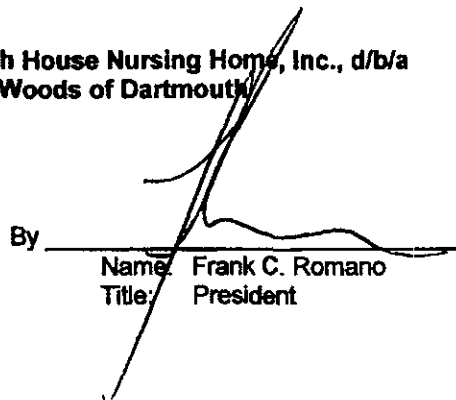
11.12 Computerized Records: If, at any time during the term of this Agreement, Facility implements the use of any form of computerized therapy or rehabilitation medical records/documentation technology or system, RehabCare and Facility shall enter into good faith negotiations related to potential language adjustments to the language contained in Article VIII – Indemnification. Furthermore, upon such implementation, the parties also agree to review the fees payable, and to enter into good faith negotiations to ensure such fees are reasonable under the changed circumstances and that such fees remain commensurate with fair market value with respect to the services provided hereunder. If the parties can not come to an agreement within 30 days from the commencement of any of the negotiations allowed in this Section 11.12, either party has the right to terminate this Agreement effective in accordance with the provisions set out in Section 10.8 hereinabove.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

RehabCare Group East, Inc., d/b/a RehabCare
Group Therapy Services, Inc.

Dartmouth House Nursing Home, Inc., d/b/a
Brandon Woods of Dartmouth

By 
Name: Patricia M. Henry
Title: Executive Vice President

By 
Name: Frank C. Romano
Title: President

**SCHEDULE A
COMPENSATION FOR THERAPY SERVICES PROVIDED TO
RESIDENTS COVERED BY MEDICARE PART A**

For Therapy Services provided to residents covered by Medicare Part A, the service fee shall be calculated as set forth below. Except for Non-R Class RUGs days, the applicable per diem fee is due for each day of the resident's stay in the Facility in a particular Therapy RUGs Category (as defined below), without regard to whether the resident receives Therapy Services on a given day (see table below):

For purposes of this Agreement, Therapy RUGs Category shall be defined as the Resource Utilization Group ("RUG") category that corresponds with the number of therapy days and minutes found in Section O of each Minimum Data Set ("MDS").

RUGS	Service Fee
RU	\$ [REDACTED] /Day
RV	\$ [REDACTED] /Day
RH	\$ [REDACTED] /Day
RM	\$ [REDACTED] /Day
RL	\$ [REDACTED] /Day
Non-R Class	\$ [REDACTED] /Per Minute of care delivered

If Facility fails to assess residents to ensure that they are categorized under the appropriate RUGs category or fails to submit its resident assessment data on a timely basis, Facility will nonetheless compensate RehabCare for Therapy Services provided based on the appropriate RUGs category.

Commencing October 1, 2012, The fees payable pursuant to this Schedule A will be adjusted from time to time to provide for updates to the unadjusted Federal Per Diem Rates pursuant to 42 U.S.C. § 1395yy(e)(4)(E)(ii)¹ The rate adjustment shall take effect upon the effective date of the updated unadjusted Federal Per Diem Rates. The rate change will equal the applicable percentage change set forth in 42 U.S.C. § 1395yy(e)(4)(E)(ii)¹ as amended from time to time. ¹Cite to United States Code providing for updates to unadjusted Federal Per Diem Rate based on Market Basket Rate percentage change and associated adjustment.

**SCHEDULE B
COMPENSATION FOR THERAPY SERVICES PROVIDED TO
RESIDENTS COVERED BY MEDICARE PART B**

For Therapy Services provided to residents covered by Medicare Part B, the service fee shall be calculated on the basis of █% of the non-facility Medicare physician fee schedule, as published from time to time in the Federal Register.

Commencing October 1, 2012, for Therapy Services provided to residents covered by Medicare Part B, the service fee shall be calculated on the basis of █% of the non-facility Medicare physician fee schedule, as published from time to time in the Federal Register.

**SCHEDULE C
COMPENSATION FOR THERAPY SERVICES PROVIDED TO
MANAGED CARE, OTHER PAYORS, PRIVATE PAY AND MEDICAID RESIDENTS**

For Therapy Services provided to managed care, other payor, private pay and Medicaid residents, the service fee shall be calculated at the rate of \$ [REDACTED] per direct care minute.

Commencing October 1, 2012, the fees payable pursuant to this Schedule C will be adjusted from time to time to provide for updates to the unadjusted Federal Per Diem Rates pursuant to 42 U.S.C. § 1395yy(e)(4)(E)(ii)¹ The rate adjustment shall take effect upon the effective date of the updated unadjusted Federal Per Diem Rates. The rate change will equal the applicable percentage change set forth in 42 U.S.C. § 1395yy(e)(4)(E)(ii)¹ as amended from time to time. ¹Cite to United States Code providing for updates to unadjusted Federal Per Diem Rate based on Market Basket Rate percentage change and associated adjustment.

**SCHEDULE D
OTHER THERAPY PROFESSIONAL SERVICES**

RehabCare shall, upon the written authorization of the Facility and subsequent to delivering to the Facility a written cost estimate for such services, provide other services in addition to those described in Article III of this Agreement, as follows:

- Provide evaluation and consultation services to the Facility's restorative program for the residents in a Medicare-certified bed, but not in a RUGs rehabilitation reimbursement category
- Participate in Facility specific restorative programming and ongoing consultation
- Provide assistance in regulatory survey preparation
- Provide In-service training sessions on selected therapy topics in excess of 2 hours per month
- Other such services as may be agreed upon by both parties

COMPENSATION: RehabCare shall be compensated for Other Therapy Professional Services at a rate of \$ [REDACTED] per hour.

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between RehabCare Group East, Inc. ("Business Associate") and Dartmouth House Nursing Home, Inc., d/b/a Brandon Woods of Dartmouth ("Provider").

RECITALS

WHEREAS, the above parties desire to enter into a Business Associate Agreement ("Agreement") in order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations governing the privacy and security of protected health information ("PHI") required by Business Associate in the performance of duties on Provider's behalf; and

WHEREAS, Provider and Business Associate intend to comply with the HIPAA and its related regulations at 45 CFR Parts 160 and 164 (The Privacy Rule) and 45 CFR Parts 160,162, and 164 (The Security Rule); and

WHEREAS, pursuant to the business relationship specified in the underlying contract Business Associate provides certain services for or on behalf of Provider, and in connection with its provision of such services, Provider discloses to Business Associate or Business Associate creates or receives on behalf of Provider, Protected Health Information ("PHI") that is subject to protection under HIPAA; and

WHEREAS, the "Health Information Technology and Economic and Clinical Health Act" ("HITECH"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, imposes additional requirements with respect to the privacy and security of PHI, and requires the Secretary to promulgate and publish additional rules regulating the privacy and security of PHI; and

WHEREAS, the Secretary has promulgated the Breach Notification for Unsecured Protected Health Information, Interim Final Rule, published at 45 CFR Parts 160 and 164 (the "Breach Notification Rule") in accordance with HITECH; and

WHEREAS, HITECH and the Breach Notification Rule require covered entities and business associates to include certain terms and conditions in the Business Associate Agreement as required by HIPAA; and

NOW THEREFORE, in consideration of the covenants, terms and conditions which are contained in this Agreement, the respective obligations of the Parties, as defined in this Agreement, and other good and valuable considerations, the receipt and sufficiency of such additional considerations being acknowledged by the Parties, the Covered Entity and the Business Associate agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules and shall be deemed to be modified to reflect any changes made to such terms from time to time as defined by HIPAA and the HIPAA Regulations.

STATUS OF PARTIES

Business Associate hereby acknowledges and agrees that Provider is a "Covered Entity" as defined under the HIPAA Regulations and that Business Associate is a Business Associate as defined under the

HIPAA Regulations, but only with respect to the services Business Associate provides to or on behalf of Provider and not with respect to Business Associate's private business practices.

The provisions of this Agreement only apply to instances where Business Associate is providing services for or on behalf of Provider and do not apply to instances where Business Associate is acting in its independent capacity.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 1. Performance of Services.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of, Provider as necessary to carry out the business relationship, provided that such use or disclosure would not violate the Privacy or Security Rules if done by Provider.
- 2. Proper Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3. Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to provide data aggregation services as permitted by HIPAA, if authorized by Provider.
- 4. Disclosures Required by Law.** Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities as permitted under 45 CFR § 164.502(j)(1) of the HIPAA Privacy Rule.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 1. Use or Disclosure.** Business Associate agrees to not use or further disclose PHI in a manner which is not in compliance with this Agreement or HIPAA Privacy Rules.
- 2. Subcontractors and Agents.** Business Associate shall require all subcontractors or agents to whom Business Associate provides PHI, to agree to impose the same obligations to protect PHI in accordance the HIPAA Privacy and Security Rules.
- 3. Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of Provider. Business Associate also agrees to prevent use or disclosure of PHI other than as provided for by this Agreement.
- 4. Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 5. Report.** Business Associate agrees to report to Provider any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. Business Associate shall report to Provider any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the attempted or successful unauthorized access, use, disclosure,

modification, loss, or destruction of information or interference with system operations in an information system.

6. **Comply with HIPAA Privacy and Security Rules.** Business Associate shall have the same duty to comply with the HIPAA Privacy and Security Rules as Provider; as such:
 - a. Business Associate agrees to meet the administrative, physical and technical safeguard requirements of the HIPAA Security Rule.
 - b. Business Associate further agrees to meet the policy, procedure and documentation requirements of the HIPAA Security Rule.
 - c. Business Associate agrees that a violation of the applicable security or privacy provisions, it shall be subject to the same civil and criminal penalties as Provider.
7. **Breach Notification.** Business Associate agrees that in the event of a breach, Business Associate shall immediately notify Provider of the breach or potential breach and the identity of all individuals affected or potentially affected. A "Breach" is defined as the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information. Business Associate shall report to Provider any unauthorized Use or Disclosure of PHI or other Security Incident or Security Breach (hereinafter collectively referred to as "Incident") that Business Associate has reason to believe has or may have occurred and Business Associate shall report all Incidents to Provider immediately after Business Associate learns of the Incident. Said report shall identify (*See Exhibit A – Breach Notification Form*):
 - a. The known facts and circumstances related to the Incident;
 - b. The PHI that is known to be the subject of the Incident;
 - c. The persons who are known to have information about the Incident; and
 - d. The corrective action that Business Associate took or will take to mitigate any deleterious effects of the Incident and to prevent future Incidents. Business Associate shall submit a written report to Provider for review.
8. **Provider's Rights of Access, Amendment and Accounting of PHI.**
 - a. **Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of the PHI maintained in a designated record set, to have access to and copy that individual's PHI within ten (10) business days of receiving a written request from Provider.
 - i. Business Associate shall provide the PHI in the format requested, unless is cannot readily be produced in such format, in which case it shall be provided in standard hard copy.
 - ii. If any individual requests access to PHI directly from Business Associate, Business Associate shall notify Provider of same within five (5) business days. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524

- b. **Amendments to PHI.** Within fifteen (15) business days of receiving a request from Provider for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Provider to comply with 45 CFR § 164.526. If any individual requests amendment directly from Business Associate, its agents or subcontractors, Business Associate shall notify Provider of same within five (5) business days.
- c. **Accounting of Disclosures of PHI.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528.
- I. Such records shall include for each disclosure:
1. The date of the disclosure;
 2. The name and address of the recipient of the PHI;
 3. A description of the PHI disclosed;
 4. The name of the individual who is the subject of the PHI disclosed;
 5. The purpose of the disclosure, and
 6. All disclosures made on or after the date the accounting was requested and up to six (6) years prior to the request. Business Associate shall not be required to account for disclosures prior to April 14, 2003.
- II. Business Associate agrees to make such record available to the individual or Provider within fifteen (15) business days of a request for an accounting of disclosures.
- d. **Provider's Rights of Access and Inspection.** Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received or created by Business Associate on behalf of Provider available to the Secretary in a time and manner designated by the Secretary, for purpose of determining Provider's compliance with the HIPAA Rules.

OBLIGATIONS OF PROVIDER

1. Provider shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices that Provider produces in accordance with 45 CFR § 164.520, as well as any revisions to such notice, to the extent that such limitations affect Business Associate's use or disclosure of PHI.
2. Provider shall notify Business Associate of any changes in, or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Provider shall notify Business Associate of any restriction to the use or disclosure of PHI that Provider has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

TERM AND TERMINATION

1. **Term.** The term of this Agreement shall be effective as of the effective date of the business relationship and shall terminate when all PHI provided by Provider to Business Associate, or

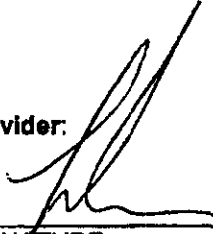
created or received by Business Associate on behalf of Provider, is destroyed or returned to Provider.

2. **Termination Upon Breach.** Upon Provider's knowledge of Business Associate's breach of a material provision of the Agreement, Provider shall:
 - a. If cure of the breach is possible, provide Business Associate notice of such breach and a thirty (30) day period to cure such breach. If Business Associate does not cure the breach within such thirty (30) day period, Provider may terminate the business relationship immediately, upon written notice to Business Associate, with termination effective as the date Provider gives notice of termination to Business Associate;
 - b. If cure of the breach is not possible in the determination of Provider, Provider may terminate the business relationship immediately, upon written notice to Business Associate specifying why Provider believes that cure of breach is not possible, with termination to Business Associate;
3. **Reporting to United States Department of Health and Human Services.** If cure of the breach and termination of the business relationship are not possible in the determination of Provider, Provider shall report the breach to the Secretary of the United States Department of Health and Human Service.
 - a. Business Associate further agrees that it shall not have or make any claim(s), at law, or in equity under this Agreement against Provider with respect to such claim(s).
4. **Injunctions.** Provider and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Provider. Accordingly, in addition to any other remedies available to Provider at law or in equity, Provider shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
5. **Destruction/Return of PHI.** Upon the expiration or earlier termination of the business relationship for any reason, Business Associate shall, if feasible, return to Provider or at Provider's direction, delete, purge, and destroy, all PHI in any form, recorded on any medium, or stored in any storage system. Business Associate shall notify Provider in writing of completion of either of such actions.
 - a. Provider may, in its discretion, determine that the return or destruction of the PHI is infeasible, in which event; Business Associate shall extend the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - b. Business Associate shall remain bound by the provisions of this Agreement even after expiration or termination of the Agreement or until such time as all PHI has been returned or otherwise destroyed as provided for in this paragraph.

MISCELLANEOUS

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy or Security Rules means the section as in effect or as amended.

2. **Amendment.** Provider and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is reasonably necessary for Provider to comply with the requirements of the Privacy and Security Rules.
3. **Choice of Law.** This Agreement shall be governed by and interpreted by the laws of the State of Massachusetts except to the extent Massachusetts law has been pre-empted by HIPAA.
4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Provider and Business Associate and their respective successors and assigns. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Provider, Business Associate and their respective successors and assigns, any rights, obligations, remedies or liabilities.
5. **Ambiguities.** The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA and the HIPAA Regulations.
6. **Severability.** Each provision of this Agreement is independent, separate and divisible, and in the event any provision shall be held to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

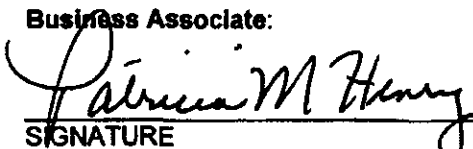
Provider: 

 SIGNATURE

 FRANK C ROMANO
 PRINTED NAME

 PRESIDENT
 TITLE

 1-26-12
 DATE

Business Associate:


 SIGNATURE

 Patricia M. Henry
 PRINTED NAME

 President
 TITLE

 Executive Vice President

 1/31/12
 DATE

EXHIBIT A

NOTIFICATION TO PROVIDER REGARDING A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

To: _____

_____(Business Associate) hereby notifies _____(Provider) that there has been a Breach of Unsecured Protected Health Information ("PHI").

Name(s) of individuals affected by the Breach: _____

Description of the Breach: _____

Date of Breach Discovery: _____

The types of Unsecured PHI that were involved in the Breach: _____

Any steps affected individuals should take to protect themselves from potential harm from the Breach: _____

Description of what Business Associate is doing to investigate the Breach, to mitigate harm and to protect against any further Breach: _____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____