

MED CONTRACT NO. 1008.248E

Consulting Agreement

THIS AGREEMENT is made and entered into as of the Effective Date stated on the signature page hereof by and between **Shelby County Health Care Corporation**, d/b/a The Regional Medical Center at Memphis, with principal offices located at 877 Jefferson Avenue, Memphis, TN 38105-5102 (hereinafter called "The MED" or "Company"), and **The Harold Ford Group, LLC**, a consulting company with principal offices located at 7966 Fisher Island Drive, Miami, Florida 33109, (hereinafter referred to as "Consultant") for the purpose of rendering consulting services to businesses such as Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinafter set forth, the parties agree as follows:

1. PERFORMANCE OF SERVICES

1.1 Consultant agrees to assist Company with lobbying and consultation services relative to strategies which will further the interest of Company's business. Services to be provided by Consultant include the following:

a. Representing Company's interest with the Office of Management and Budget, the United States Department of Health and Human Services and the Centers for Medicare and Medicaid Services, and the TennCare Bureau with respect to Company's TennCare contract and reimbursement for uncompensated patients;

b. Continuing assistance with the attainment of annual reimbursements for uncompensated patient care in Tennessee, Mississippi and Arkansas; and

c. General representation on policy matters as requested by the Present/CEO of Company unless specifically restricted under the terms of this Agreement.

1.2 Consultant shall perform the services called for by this Agreement as set forth above and otherwise on an as-needed basis. Consultant's availability to provide services under this Agreement shall be determined jointly by Company and Consultant, taking into account both the reasonable needs of Company and the reasonable needs of Consultant in the management of its other business interests. Consultant and Company shall jointly establish a schedule of periodic meetings.

1.3 Consultant and Company are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.

1.4 Neither consultant nor any of its employees shall, as long as this Agreement is in effect, maintain any interest, direct or indirect, as partner, officer, director, shareholder, adviser, employee, or in any other capacity, in any other business directly competing with the business of Company, or in any business or businesses contemplating entering into competition with Company, with the exception of stock of other securities that are publicly traded on a national stock exchange recognized by the Securities and Exchange Commission, and such other interests as shall be permitted by

If to Consultant: The Harold Ford Group
 7966 Fisher Island Drive
 Miami, Florida 33109

Attention: Harold Ford, President

Notice given under this section shall be effective when mailed. The party giving notice should retain a postmarked Certified Mail Receipt as evidence of the mailing date.

3.4 This Agreement may be terminated prior to the end of the term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting services, if the Consultant fails or refuses to render consulting services under this Agreement or if he breaches any of the obligations under the Agreement. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of Consultant to the compensation set forth herein shall cease on the date of such termination, and Consultant shall be entitled to compensation for the period prior to termination without penalty.

4. GENERAL PROVISIONS

4.1 *Confidentiality.* Both parties shall refrain and cause their respective directors, officers, employees, and representatives to refrain from using, other than in the manner contemplated by this Agreement, or disclosing to any third party any confidential information disclosed to it by the other party during the term of this Agreement, including but not limited to the terms and conditions of this Agreement (hereinafter the "Information"). The parties acknowledge that the fact of this Agreement and the amount of compensation to Consultant will be reported to the U.S. Congress as required by law. This confidentiality provision shall survive the termination or expiration of this Agreement indefinitely but shall not apply to any Information which:

- (a) is or subsequently becomes a part of the public domain through publication or otherwise, but through no fault of the receiving party;
- (b) The receiving party can demonstrate was in its possession prior to the date of disclosure hereunder without confidentiality obligation to any third party; or
- (c) is subsequently disclosed to the receiving party by a third party who has a lawful right to disclose the same without a confidentiality obligation to the disclosing party or any third party; or
- (d) is developed by or on behalf of the receiving party independent of and without reference to the Information.

4.2 *Compliance.* Company shall not request and Consultant shall not provide any services or engage in any other activities that are prohibited by federal, state, or local laws or regulations.

4.3 *Entire Agreement.* This Agreement contains the entire agreement between the parties relating to the subject addressed herein. Any prior or contemporaneous agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement shall be of no force or effect.

4.4 *Amendment.* This Agreement or any party hereof may be modified or amended only by the prior mutual written consent of the parties.

4.5 *Assignment.* No assignment of the rights, duties, or obligations acquired under this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Any attempted assignment in violation of this provision shall be void.

4.6 *Successors and Assigns.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their respective successors and permitted assigns.

4.7 *Waiver of Breach.* Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

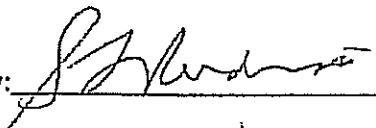
4.8 *Headings.* The headings or captions provided throughout this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.


4.9 *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee.

4.10 *Effective Date.* This Agreement shall be effective as of July 1, 2007.

SHELBY COUNTY HEALTH CARE
CORPORATION d/b/a THE
REGIONAL MEDICAL CENTER
AT MEMPHIS (Company)

THE HAROLD FORD GROUP, LLC
(Consultant)

By: 

By: 

Title: CEO

Title: President

Date: _____

Date: 10/10/07

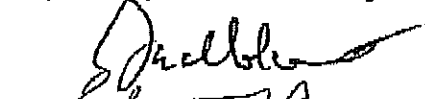
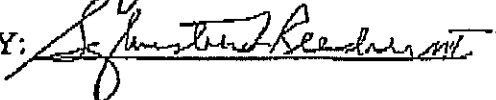
AMENDMENT TO CONSULTING AGREEMENT
BY AND BETWEEN SHELBY COUNTY HEALTH CARE CORPORATION
D/B/A REGIONAL MEDICAL CENTER AT MEMPHIS
AND THE HAROLD FORD GROUP, LLC

This document amends the term of contract number 1008.248E. The agreement is hereby amended to reflect that the new term as set forth in paragraph 4 shall be from July 1, 2008 until June 30, 2009 unless terminated in accordance with paragraph 3 of the agreement.

All other terms set forth in contract number 1008.248E shall continue in full force and effect.

AGREED:

Shelby County Health Care Corporation

BY: 


DATE: _____

The Harold Ford Group, LLC

BY: 

DATE: 7/21/08

1008.248E

**AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN SHELBY
COUNTY HEALTH CARE CORPORATION D/B/A REGIONAL MEDICAL
CENTER AT MEMPHIS AND THE HAROLD FORD GROUP, LLC**

This document amends the term of contract number 1008.248C. Paragraph 2.1 is hereby amended to reflect that Company shall compensate Consultant \$7,500.00 per month for services provided under this Agreement. Such compensation shall be due and paid to Consultant by no later than the 5th day of each month.

All other terms set forth in contract number 1008.248C shall continue in full force and effect.

AGREED:

Shelby County Health Care Corporation

BY: 

DATE: 1/6/09

The Harold Ford Group, LLC

BY: 

DATE: 1/2/09

**THIRD AMENDMENT TO CONSULTING AGREEMENT
BY AND BETWEEN SHELBY COUNTY HEALTH CARE CORPORATION d/b/a
THE REGIONAL MEDICAL CENTER AT MEMPHIS
AND THE HAROLD FORD GROUP, LLC**

This instrument, made as of the 30th day of Sept., 2009, is by and between Shelby County Health Care Corporation d/b/a The Regional Medical Center at Memphis ("Hospital"), a Tennessee not-for-profit corporation, and The Harold Ford Group, LLC ("Contractor") and is the Third Amendment ("Second Amendment") to the agreement entitled Consulting Agreement ("Original Agreement") dated October 10, 2007, and as amended by Amendment to Consulting Agreement ("First Amendment"), dated July 21, 2008 and Amendment to Consulting Agreement ("Second Amendment"), dated January 6, 2009.

The agreement is hereby amended to reflect that the new term as set forth in paragraph 4 of the Original Agreement shall be from July 1, 2009, until June 30, 2010, unless terminated in accordance with paragraph 3 of the Original Agreement.

All other terms set forth in the Original Agreement and its amendments shall continue in full force and effect.

SHELBY COUNTY HEALTH CARE
CORPORATION d/b/a The Regional Medical
Center at Memphis

By: *Charles W. Wolf*

Name: *Charles W. Wolf*

Title: *CEO*

THE HAROLD FORD
GROUP, LLC

By: *Harold Ford*

Name: *Harold Ford Group*

Title: *President*