SO ORDERED,

Judge Jason D. Woodard

United States Bankruptcy Judge

The Order of the Court is set forth below. The case docket reflects the date entered.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE: NORTH MISSISSIPPI SPINE CENTER, INC. CASE NO. 14-11547-JDW

AGREED ORDER

On consideration before the Court is the Emergency Motion for Order Prohibiting Use of Cash Collateral, Request for Accounting of Same, and for Other Relief, ("Dkt. 358"), and a Motion for Relief from Automatic Stay and for Abandonment of Property from Debtor's Estate, ("Dkt. 365"), both filed by Renasant Bank, ("Renasant"), against the Chapter 11 Debtor, North Mississippi Spine Center, Inc., ("Debtor"), related to accounts receivable owned by the Debtor which are subject to security interests and liens claimed by Renasant. The only responses to the motions were filed respectively by the Debtor, ("Dkt. 368 and Dkt. 369"); Renasant and the Debtor having announced to the Court that they have amicably resolved their disputes; and the Court, having considered same, hereby finds and orders as follows, to wit:

1. This Court has jurisdiction of the subject matter of and the parties to these proceedings pursuant to 28 U.S.C. §1334, 11 U.S.C. §363, as well as, other related statutes and rules. These are core proceedings as defined by 28 U.S.C. §157(b)(2)(A), (M), and (O).

2. The parties hereto understand and agree that even though they are resolving the motion for an order prohibiting the use of cash collateral, etc., as well as, the motion seeking relief from the automatic stay, they reserve all rights which each may have against the other in that certain adversary proceeding styled, "Thomas L. Windham, Sr., M.D., Linda T. Windham, R. Taylor Windham, North Mississippi Spine Center, Inc., Mid-South Business Associates, LLC, and TLW Properties, LLC, ("Plaintiffs"), v. Renasant Bank, Successor to Merchants & Farmers Bank, ("Defendant"), Adversary Proceeding No. 14-01038-JDW, as well as, the claims, counterclaims, rights and defenses asserted by Renasant against the aforesaid plaintiffs. In essence, the provisions of this Agreed Order shall not be considered a waiver of any procedural or substantive rights that may exist in favor of or against any party named as a Plaintiff or as a Defendant in the aforesaid adversary proceeding.

3. On April 21, 2014, ("Petition Date"), the Debtor filed its voluntary petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code.

4. On June 13, 2014, Renasant filed its first Emergency Motion for Entry of an Order Prohibiting the Debtor from using its Cash Collateral, which was resolved by an Order of this Court dated September 11, 2014, (Dkt. 94).

5. Pursuant to the terms and conditions of the Order, the Debtor agreed to protect Renasant's interest in the Cash Collateral by, inter alia, making monthly adequate protection payments in the amount of $3,500.00, maintaining a level of accounts receivable in the total amount of $1,100,000.00 or greater, providing Renasant with a monthly accounts receivable report, and allowing Renasant to inspect its accounts receivable records.

6. The Debtor has now ceased doing business and no new receivables are being generated.

7. Because of the above and foregoing factors, Renasant and the Debtor have agreed to the following terms and conditions to best preserve and collect the outstanding accounts receivable, to wit:

(a) Taylor Windham will continue to collect the Debtor's accounts receivable in consideration for the payment of compensation, medical insurance benefits, and specific expenses related to the collection activities, to wit:

(i) Compensation for collection services at the rate of $20.00 per hour applicable to fifteen (15) to twenty (20) hours per week.

(ii) The payment from the collections of Taylor Windham's medical insurance premium in the sum of approximately $1,200.00 per month.

(iii) The payment from the collections of related software expenses in the sum of $183.00 per month.

(iv) The payment from the collections of quarterly fees owed to the Office of the United States Trustee in the sum of $325.00 per quarter, which is equivalent to $108.33 per month.

(b) The total of the aforementioned four (4) expenses in paragraph (a) hereinabove approximates $3,100.00 per month. Renasant is agreeable to allowing a cushion of $1,900.00 per month to be temporarily retained by the Debtor for the payment of other collection expenses, including attorney fees that might be attributable to services rendered for the Debtor. Since these expenses are being paid from Renasant's Cash Collateral, Renasant would reserve the right to object to any fees that appear to be unreasonable. Consequently, Renasant will be paid all collections in excess of $5,000.00 per month through February 28, 2019.

(c) The terms of this Order will be effective from September 1, 2018, through February 28, 2019. During this time, Taylor Windham will provide a monthly accounting of all account receivable collections to Renasant which will be submitted with his remittance of the collection proceeds exceeding $5,000.00 per month. Subject to the provisions, regulations, and guidelines set forth in the Health Insurance Portability and Accountability Act, ("HIPAA"), Renasant reserves the right to inspect and analyze the accounts receivable at reasonable times in order to evaluate the efficacy of the collection efforts. In this context, Taylor Windham will provide to the Renasant representative, when requested for review, inspection, and copying, the Primary Insurance Receivables list which he maintains to assist in his collection efforts, together with any and all electronic or tangible books, records, and documents evidencing the obligations owed by the accounts receivable debtors. To eliminate any issue relative to HIPAA, Renasant and the Debtor are authorized to enter into the Business Associate Agreement, which is attached hereto as Exhibit "A, " and which is incorporated herein by reference.

(d) At the conclusion of the collection term, February 28, 2019, Renasant will determine whether this arrangement should be continued or whether an alternative collection procedure would be more effective considering the quality and aging of the accounts receivable. At this same time, there shall be an accounting made as to the unspent "cushion funds" recognizing that these funds still represent the Cash Collateral of Renasant. If this proposal is terminated, these "cushion funds" shall be remitted to Renasant.

(e) To facilitate these provisions, the Motion for Relief from the Automatic Stay filed by Renasant will be held in abeyance until after February 28, 2019.

8. This agreement between Renasant and the Debtor will effectively terminate the payment of adequate protection payments to Citizens Bank & Trust Company, ("Citizens"), currently being made in the sum of $2,200.00 per month. Since Citizens has acknowledged that it has no lien on the Debtor's accounts receivable, it has not entered its appearance in either of these proceedings, and it has advised Renasant's counsel that it will not object to the entry of this Order approving the settlement.

9. THIS AGREED ORDER SHALL BE NOTICED TO ALL CREDITORS AND PARTIES IN INTEREST OF THE DEBTOR'S BANKRUPTCY ESTATE FOLLOWING ITS EXECUTION AND ENTRY BY THE COURT. ANY CREDITOR OR PARTY IN INTEREST HAVING AN OBJECTION TO THE TERMS AND PROVISIONS OF THIS AGREED ORDER MUST FILE AN OBJECTION OR RESPONSE WITH THE COURT WITHIN TWENTY (20) DAYS OF THE DATE OF ENTRY. COPIES OF ANY OBJECTIONS OR NOTICES SHALL BE SERVED UPON COUNSEL FOR RENASANT BANK AND COUNSEL FOR THE DEBTOR WHOSE ADDRESSES ARE SET FORTH ON THIS AGREED ORDER. IF OBJECTIONS OR RESPONSES ARE FILED, THEY WILL BE SET BY THE COURT FOR HEARING. IF NO OBJECTIONS OR RESPONSES ARE FILED WITHIN THE AFOREMENTIONED TWENTY (20) DAY PERIOD FROM THE DATE OF THE ENTRY OF THIS AGREED ORDER, THIS AGREED ORDER WILL BECOME A FINAL ORDER IN ALL RESPECTS.

10. The signatures of the attorneys representing Renasant and the Debtor evidence their mutual agreement and approval of the terms and provisions expressed herein.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Renasant Motion to Prohibit the Use of Cash Collateral shall be resolved by the terms of this Order, and the Renasant Motion to Lift the Automatic Stay shall be held in abeyance until after February 28, 2019, unless otherwise ordered by the Court.

END OF ORDER

AGREED:

/s/ J. Hale Freeland
J. Hale Freeland, MSB No. 5525
Freeland Martz, PLLC
405 Galleria Lane, Suite C
Post Office Box 2249
Oxford, Mississippi 38655
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/s/ David W. Houston, III
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SUBMITTED BY:

/s/ David W. Houston, III
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dhouston@mitchellmcnutt.com

BUSINESS ASSOCIATE AGREEMENT

OFFICE ADDRESS OF BANK:
Renasant Bank
P.O. Box 709
Tupelo, MS 38802

DATE:
September ____,
2018

NAME AND ADDRESS OF DEBTOR
North Mississippi Spine Center, Inc.1003
South Lamar Blvd.
Oxford, MS 38655

This Business Associate Agreement ("Agreement") is made and entered into by and between North Mississippi Spine Center, Inc. ("Covered Entity") and Renasant Bank ("Business Associate").

Covered Entity and Business Associate have entered into, one or more underlying contracts that grant to Business Associate a continuing security interest and lien on all "accounts" of Covered Entity (as such term is defined by Miss. Code Ann. § 75-9-102(a)(2) ("Underlying Contracts"). The exercise of rights and remedies under the Underlying Contracts may qualify Business Associate as a "Business Associate" as that term Is defined by the Health Information Portability and Accountability Act of 1996 and all such regulations promulgated thereunder (hereinafter collectively referred to as "HIPAA").

Business Associate, in exercising its rights and remedies under the Underlying Contracts, , shall be expected to receive and maintain certain Protected Health Information, regardless of its form or medium (hereinafter collectively referred to as "PHI"), from time to time that Is the property of Covered Entity or Covered Entity's Customers.

Covered Entity and Business Associate desire to enter Into this Agreement, which shall supplement each of the Underlying Contracts, as required by HIPAA, In order to provide satisfactory assurances to Covered Entity that Business Associate shall maintain appropriate, Administrative, Physical and Technical Safeguards to protect the confidentiality, integrity and availability of all such PHI in accordance with HIPAA as amended, including but not limited to the HIPAA amendments set forth in the Health Information Technology for Economic arid Clinical Health ("HITECH") Act, In addition to all other applicable laws and regulations governing the privacy and security of said PHI (hereinafter collectively referred to as "Applicable Requirements"). Except as supplemented, the terms of the Underlying Contracts shall continue unchanged and shall apply with full force and effect as to the matters addressed therein.

Covered Entity and Business Associate agree as follows:

1. <u>Definitions.</u> All capitalized terms and phrases in this Agreement shall have the same meanings as defined by Applicable Requirements and the Underlying Contracts and if not otherwise defined therein, shalt have their ordinary and customary meaning:

2. <u>Restriction on Use and Disclosure of Protected Health Information.</u> Business Associate shall not Use or Disclose PHI, except as permitted or required by an Underlying Contract, this Agreement or Applicable Requirements or as otherwise authorized by Covered Entity in writing.

3. <u>Authorized Uses and Disclosures.</u> Business Associate is hereby authorized to Use and Disclose PHI on a "Need to Know" basis, but only in connection with the performance of the particular rights or remedies set forth In the Underlying Contracts or from time to time. Business Associate may also Use and Disclose PHI to carry out the legal responsibilities of Business Associate; provided (a) the Disclosure is required under Applicable Requirements; or (b) Business Associate obtains reasonable assurances from the third party to whom the PHI's Disclosed that the PHI will be held confidential and will be Used or further Disclosed only for authorized purposes under Applicable Requirements, and the third party agrees to immediately notify the Business Associate if there is any reason to believe the confidentiality of the PHI has been breached.

tabbies
EXHIBIT
A

4. Business Associate Obligations.

(a) Compliance; Safeguards. Business Associate represents and warrants that Business Associate shall comply with all Applicable Requirements and develop, Implement, maintain and use appropriate Administrative, Physical and Technical Safeguards In order to preserve the confidentiality, integrity and availability of all PHI and to prevent any unauthorized Use or Disclosure, Security Incident or Breach Involving PHI or other nonpublic personal information received by Business Associate under the Underlying Contracts (hereinafter collectively referred to as "Incident") In accordance with Applicable Requirements. Business Associate will make all such documentation available to Covered Entity for review upon request.

(b) Reporting. Business Associate shall report to Covered Entity any Incident as soon as possible but not more than five (5) business days after Business Associate learns of the Incident and confirms that the Incident pertains to the PHI provided to Business Associate under the Underlying Contracts. Said report shall identify: (I) the known facts and circumstances related to the Incident; (II) the PHI that Is known to be the subject of the Incident;(III) the persons who are known to have Information about the Incident; and (IV) 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 Covered Entity for review upon request. If Business Associate has notified law enforcement agencies about the Incident, Business Associate may delay its notification of the Incident to Covered Entity until authorized to do so by the law enforcement agencies.

(c) Agents, Contractors, and Subcontractors. Business Associate agrees to ensure that any agent, contractor, or subcontractor, to whom it provides PHI, agrees, in writing, to the same restrictions and conditions that apply to Covered Entity under this Agreement and in particular Section 4 herein.

{d) Patient's Access to PHI. Business Associate shall act in .a manner that permits Covered Entity to permit Patient Access to PHI in accordance with Applicable Requirements, Including but not limited to 45 CFR §164.524.

(e) Amendment of PHI. Business Associate shall act in a manner that permits Covered Entity to make amendments to PHI in accordance with Applicable Requirements, specifically 45 CFR §164.526.

(f) Accounting of Disclosures. Business Associate shall act in a manner that permits Covered Entity to provide an accounting of Disclosures to Patients In accordance with Applicable Requirements, including but not limited to 42 CFR §164.524.

(g) Practices. Books and Records. Business Associate shall make Its Internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with Applicable Requirements, subject to the Business Associate's professional obligations with respect to such practices, books and records. For purposes of clarity, this provision does not obligate Business Associate to provide any information unrelated to the services provided to Covered Entity by Business Associate pursuant to the Underlying Contracts.

(h) Cure of Noncompliance. If Covered Entity notifies Business Associate of any Incident which constitutes a material breach or violation of an Underlying Contract, this Agreement or Applicable Requirements, Business Associate shall immediately take reasonable steps to cure the Incident to end the violation, however this provision shall not be deemed to permit or excuse any such violation.

(i) Mitigation. Business Associate shall take reasonable steps to mitigate, to the extent practicable, any Incident that is known to Business Associate or communicated to Business Associate by Covered Entity that is the result of a material breach or violation of any Underlying Contract, this Agreement or Applicable Requirements, provided, however, that this provision shall not be deemed to permit or excuse any such violation.

(j) **Legal Obligations.** In the event Business Associate believes it has a legal obligation to further Disclose any PHI in Business Associate's possession, including, but not limited to obligations that arise from the Issuance of a third party discovery request, subpoena or court order, Business Associate shall notify Covered Entity as soon as reasonably practical after It learns of such obligation, and In any event within a time sufficiently in advance of the proposed release date such that Covered Entity's rights and Interests would not be prejudiced, as to the legal requirement pursuant to which Business Associate believes the PHI must be released. If Covered Entity objects to the release of such PHI, Business Associate shall allow Covered Entity to exercise any legal rights or remedies which either Covered Entity or Business Associate might have with respect to the further Disclosure of PHI.

(k) **Return or Destruction of the PHI.** Upon the payment of all indebtedness secured by the Underlying Contracts,, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy all PHI that Business Associate has created or received and maintained or stored In any medium or storage system, pursuant to the Underlying Contracts, subject to any professional responsibilities of Business Associate or contractual rights or obligations stated In the Underlying Contracts to maintain such information, In which event Business Associate shall maintain all such PHI in accordance with its custom and practice and the termination provisions of the Underlying Contracts with respect thereto. Except to the extent otherwise provided In the Underlying Contracts, Business Associate shall complete such return or destruction of PHI (If applicable) as promptly as possible, but not later than thirty (30) after the effective date of the termination, cancellation, expiration or other conclusion of the Underlying Contracts. Business Associate shall identify any recorded PHI of Covered Entity that is in Business Associate's possession and which cannot feasibly be returned or destroyed to Covered Entity, and Business Associate shall limit any further use of that PHI to those purposes that make return or destruction of said PHI infeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of any Underlying Contracts, until such time as all PHI has been (I) returned to Covered Entity; (II) De-Identified; or (III) otherwise destroyed as provided In this Section; provided that the parties understand and agree that certain unrecorded Information cannot be returned, destroyed or De-Identified, so the Business Associate shall remain bound by the provisions of this Agreement so long as Business Associate possesses the PHI.

5. **Obligations of Client**.

(a) Covered entity shall notify Business Associate of any: (I) limitations In Covered Entity's Notice of Privacy Practices;(II) changes In, or revocation of, permission by an Individual to use or disclose PHI; or (iii) restrictions on the use or disclosure of PHI to which Covered Entity has agreed, to the extent the same may affect Business Associate's permitted or required uses and disclosures of PHI.

(b) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Applicable Requirements If done by Covered Entity, except as needed In the performance of the particular functions, activities or services set forth In the Underlying contracts or this Agreement.

6. **Term of this Agreement**. This Agreement shall be effective when executed on behalf of both of the parties hereto and shall continue in full force and effect until the effective date of the termination, cancellation, expiration or other conclusion of all Underlying Contracts executed by and between the parties hereto.

7. **Termination.** This Agreement shall remain in effect until all indebtedness that is secured by the Underlying Contracts has been paid in full.

8. **Conflicting Laws and Obligations.** If either party hereto believes that It Is unable to comply with any of Its obligations under this Agreement due to any conflicting laws, regulations, pronouncements, or ethical obligations, It may seek to amend the Agreement by way of a written amendment In accordance with the provisions of this Agreement, or alternatively, it may seek a determination, or judgment, from a court or competent jurisdiction regarding Its ability to comply with such obligations, so long as such actions win not cause either party hereto to be in violation of Applicable Requirements.

9. Notices. Any notices required *or* permitted to be given under this Agreement shall be In writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

If to Covered Entity:	If to Business Associate:
North Mississippi Spine Center, Inc. 1003 South Lamar Blvd. Oxford, MS 38655	Renasant Bank Attn: Legal Department P.0.Box 709 Tupelo, MS 38802

10. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. This Agreement is supplemental to the Underlying Contracts In effect between the parties and shall be Interpreted and applied consistently with the provisions of the Underlying Contracts to the maximum extent possible. In the event of any conflict between any of the provisions of this Agreement and the Underlying Contracts, the provisions of this Agreement shall govern and control with respect to the subject matter of this Agreement.

In witness of this agreement, authorized representatives of the parties have executed this Agreement document below in duplicate original copies.

Covered Entity:	Business Associate:
North Mississippi Spine Center, Inc.	Renasant Bank
By:______________________	By:______________________
Printed Name:______________	Printed Name:______________
Title:_____________________	Title:_____________________
Date:_____________________	Date:_____________________