

**IN THE SUPREME COURT
STATE OF GEORGIA**

NO. S17C1028

TENET HEALTHSYSTEM GB, INC.
d/b/a ATLANTA MEDICAL CENTER,

Petitioner,

v.

LORRINE THOMAS,

Respondent.

BRIEF OF GEORGIA HOSPITAL ASSOCIATION AS AMICUS CURIAE

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I. IDENTITY AND INTEREST OF AMICUS CURIAE

The Georgia Hospital Association (“GHA”) is a nonprofit trade association made up of member health systems, hospitals and individuals in administrative and decision-making positions within those institutions. Founded in 1929, GHA services over 170 hospitals in Georgia, which in turn employ thousands of physicians, nurses, and other healthcare providers. GHA’s purpose is to promote the health and welfare of the public by improving institutional health care services, and, in turn patient care.

Accordingly, GHA is intently interested in the outcome of the pending petition which will determine whether hospitals throughout Georgia can continue to rely on O.C.G.A. § 51-2-5.1 to contractually define their relationship with physicians. If left undisturbed, the opinion below, which arrived at its holding based on a misrepresentation by Plaintiff that the contract was not between the hospital and the licensed provider, will upend the ability of hospitals to contractually define their relationship with physicians. Hospitals will also be forced into the unsustainable position of becoming insurers of all physicians who practice on site, regardless of the contractually bargained-for relationship.

II. ISSUE PRESENTED

Whether a contract exists between the hospital and the healthcare professional under O.C.G.A. § 51-2-5.1(f) which determines whether the healthcare professional is an independent contractor?

III. STATEMENT OF RELEVANT FACTS

GHA adopts by reference the Background set forth by Petitioner Tenet Healthsystem GB, Inc. d/b/a Atlanta Medical Center (AMC). GHA's interest is not in the facts of this particular case but rather in the important substantive legal and policy issues presented.

IV. ARGUMENT AND CITATION OF AUTHORITY

A. AMC entered into a contract with both Dr. Lowman and Dr. Grossman.

O.C.G.A. § 51-2-5.1 provides:

Whether a health care professional is an actual agent, an employee, or an independent contractor shall be determined by the language of the contract between the health care professional and the hospital.

The Court of Appeals below based its holding on the misrepresentation by Plaintiff that no contract existed “between the health care professional and the hospital” and therefore no contract existed to define the employment status between Drs. Lowman and Grossman and the hospital, AMC. The Court mistakenly believed

that a contract existed only between AMC and the respective physicians' practice groups, and not with the "healthcare professional," i.e., the physicians themselves. 340 Ga. App. at 81 ("Accordingly, because Dr. Grossman and Dr. Lowman had contracts with their physician groups who in turn had contracts with AMC, these contractual relationships do not fall under OCGA § 51-2-5.1(f)."). However, the clear and unambiguous language of the contracts at issue, which incorporates by reference a "Waiver and Agreement" signed by the physicians, refutes this position.

The contracts at issue are entitled "Agreement for Emergency Department Coverage" and "Agreement for Radiology Department Coverage." (Attached hereto as Exhibit "A" and "B" respectively.) They are largely identical. In the "Agreement for Emergency Department Coverage," Paragraph 1(f)(iii) provides:

Group and *each Provider* agrees that, as a condition precedent to the grant of exclusivity under the Agreement, the Group shall obtain the agreement of *each Provider* to the foregoing and provide Hospital with evidence of same in the form of the Waivers *attached hereto as Exhibit A and incorporated herein by this reference.*

(See Exhibit A, p. 3)(emphasis added.) The "Agreement for Radiology Department Coverage" contains the identical provision in Paragraph 1(h)(iii). (See Exhibit B, p. 4.)

Dr. Lowman, the attending emergency medicine physician, executed the waiver incorporated as “Exhibit A: Waiver and Agreement” which provides in the introductory paragraph:

I, Robin P. Lowman, M.D. . . . understand that I am bound by all terms and conditions of this Agreement for Department coverage dated September 20, 2011 (the “Agreement”) between Tenet HealthSystem GB, Inc., dba Atlanta Medical Center (“Hospital”) and Paragon Contracting Services, Inc. (“Group”).

(“Exhibit A: Waiver and Agreement” of Dr. Lowman, attached hereto as Exhibit “C”.) Her signature appears at the bottom of the one-page “Exhibit A: Waiver and Agreement.”

Likewise, Dr. Grossman, the radiologist, executed the waiver incorporated as “Exhibit A: Waiver and Agreement” which also provides in the introductory paragraph:

I, Clifford Grossman . . . understand that I am bound by all terms and conditions of the Agreement for Department coverage dated September __, 2011 (the “Agreement”) between Tenet HealthSystem GB, Inc., doing business as Atlanta Medical Center (“Hospital”) and Group.

(“Exhibit A: Waiver and Agreement” of Dr. Grossman attached hereto as Exhibit “D”.) His signature appears at the bottom of “Exhibit A: Waiver and Agreement.”

Thus, both Drs. Lowman and Grossman executed a document entitled “Waiver and Agreement” acknowledging that they were bound by “all terms and conditions” set forth by the hospital which was, most importantly, *incorporated by reference* into the body of the contracts at issue: “Agreement for Emergency Department Coverage” and “Agreement for Radiology Department Coverage.” Under the plain language of the contracts, Dr. Lowman and Dr. Grossman each directly entered into a binding agreement with AMC. “A written agreement can be formulated from separate signed documents. A written and filed agreement may also incorporate by reference, as was done here, other documents by specific reference and identification so that such documents are treated as if a part of the document making the reference.” *Bowman v. Walnut Mountain Prop. Owners Ass’n, Inc.*, 251 Ga. App. 91, 95 (2001). Accordingly, a “contract between the health care professional and the hospital” exists under O.C.G.A. § 51-2-5.1(f) which determines “whether the health care professional is an actual agent, an employee, or an independent contractor.” *Id.* Both the “Agreement for Emergency Department Coverage” and “Agreement for Radiology Department Coverage” clearly set forth that the physicians are independent contractors with AMC. (*See*

Exhibit A, ¶ 3; Exhibit B, ¶ 3.) The Court of Appeals was misled by Plaintiff; accordingly, its holding based on this misrepresentation cannot stand.

B. The Court of Appeals' interpretation of O.C.G.A. § 51-2-5.1(f) is overly narrow and eviscerates a key portion of the 2005 Tort Reform Act.

O.C.G.A. § 51-2-5.1 was passed as a key portion of the landmark 2005 Tort Reform Act in response to “a crisis affecting the provision and quality of health care services in this state.” S.B. 3, 148th Gen. Assem., Reg. Sess. § 1 (Ga. 2005).

Hospitals and other health care providers in this state are having increasing difficulty in locating liability insurance and, when such hospitals and providers are able to locate such insurance, the insurance is extremely costly. The result of this crisis is the potential for a diminution of the availability of access to health care services and a resulting adverse impact on the health and well-being of the citizens of this state. The General Assembly further finds that certain civil justice and health care regulatory reforms as provided in this Act will promote predictability and improvement in the provision of quality health care services and the resolution of health care liability claims and will thereby assist in promoting the provision of health care liability insurance by insurance providers.

Id. This crisis was by no means limited to Georgia. Nationally, between the 1950s and 1980s, medical malpractice actions increased by 1000%¹ and dollar amounts of

¹ Despite the fact that in the late 1980s and early 1990s, “approximately 70% of medical malpractice claims resolved with no payment made.” Alan G. Williams, *The Cure for what Ails: A Realistic Remedy for the Medical Malpractice “Crisis”*, 23 STAN. L. & POL’Y REV. 477, 482 (2012). President Bush even proposed a

jury verdicts rose by more than 275%.² This caused medical malpractice insurance premiums to rise, “driving some physicians to retire, change practice areas to a less risky specialty, or refuse to accept high-risk patients.” Alan G. Williams, *The Cure for what Ails: A Realistic Remedy for the Medical Malpractice “Crisis”*, 23 STAN. L. & POL’Y REV. 477, 480-81 (2012). This litigious climate also led to what is known as the practice of defensive medicine by physicians, i.e., “practicing in a manner to avoid a medical malpractice claim, as opposed to practicing in a manner best for the patient,” including ordering unnecessary tests, specialist referrals, and procedures.³ *Id.* at 486. Georgia was just one of many states to enact tort reform legislation in response to what was a national epidemic. *Id.* at 481.

In Georgia, prior to the Tort Reform Act, the employment status of a physician, as a result of judicially created doctrines of apparent and actual agency, became a messy, multi-prong, fact-intensive analysis that often led to inconsistent outcomes. *See Richmond Cnty. Hosp. Authority v. Brown*, 257 Ga. 35 (1987)

federal \$250,000 cap on non-economic damages based on the premise that frivolous claims were driving up healthcare costs. *Id.* at 483.

² Only fifty-four cents of every dollar paid actually goes to the plaintiff; the rest is absorbed by attorney’s fees, court costs, and expert witness fees. Williams, *supra*, at 499.

³ The American Medical Association estimated that defensive medicine costs the healthcare system \$126 billion annually. Williams, *supra*, at 487.

(adopting the Restatement language of apparent agency and holding that independent contractors under specific circumstances can be ostensible agents of the hospital). For example, under the doctrine of actual agency, the courts developed an eleven-factor test to determine whether a hospital has the right to control the time, manner, and method of a physician's work, including who supervised the physician, who supplies the equipment utilized for the job, the skill level of the physician, who pays the physician, who bills the patients, and who pays the physician's liability insurance.⁴ See *Blackmon v. Tenet Healthsystem, Spalding Inc.*, 288 Ga. App. 137 (2007); *Cooper v. Binion*, 266 Ga. App. 709, 715 (2004) (holding, under the doctrine of apparent agency, the contention that a sign was not seen presented a factual question regarding whether the sign was sufficiently conspicuous). The result was a complex labyrinth that hospitals were forced to navigate in attempting to insulate themselves from the liability of non-employees.

O.C.G.A. § 51-2-5.1(f) was the General Assembly's tailored response to this component of the healthcare crisis. The legislative intent of O.C.G.A. § 51-2-

⁴ While Amicus acknowledges that the General Assembly retained and incorporated some of the factors listed above in O.C.G.A. § 51-2-5.1(f) & (g), it is only to be resorted to in the absence of a contract or if a contract is ambiguous.

5.1(f) was to simplify the analysis by designating the language of the contract as the sole determinative factor, which in fact had been the judicial approach before the development of the multi-prong, fact-specific analyses. *See Pogue v. Hosp. Auth. of DeKalb Cty.*, 120 Ga. App. 230, 230 (1969) (relying exclusively on the language of the contract to hold “[t]he agreement expressly designated the partnership as an independent contractor”); *Overstreet v. Doctors Hosp.*, 142 Ga. App. 895 (1977) (examining only the language of the contract in determining whether physician was an independent contractor). The revival of the contract-based approach by O.C.G.A. § 51-2-5.1(f) further emphasizes the legislative intent to reject the judicially adopted tests when there exists a contract that defines the relationship between the physician and the hospital.

C. The Court of Appeals’ opinion is incompatible with today’s physician group practice model.

The Court of Appeals’ overly narrow interpretation of § 51-2-5.1(f) which rejects contracts with physician groups further ignores the realities of today’s physician group practice model. Practicing as an independent or solo practitioner has become increasingly difficult for physicians due to rising administrative and overhead costs imposed by complex federal regulations and the technological

requirements of electronic medical records. Mantel, Jessica, *The Myth of the Independent Physician: Implications for Health Law, Policy, and Ethics*, 64 CASE W. RES. L. REV. 455, 461-63, 467, 469 (2013). Unsurprisingly, in the past few decades, there has been a steady decline in solo physician practices. *Id.* at 462. This decline saw the converse rise of the prevailing business model seen today: the physician group which often operates as part of an “integrated delivery system” with hospitals. *Id.* at 463.

One form of this integrated model is of course, the independent contractor relationship which is mutually advantageous to both parties. For physicians, it allows them to retain some degree of independence by maintaining separate management entities while spreading the high administrative and overhead costs to hospitals who have entire departments specializing in IT, billing, compliance, etc. This allows physicians to devote their time to patient care rather than administrative burdens. *Id.* at 470. Hospitals, in turn, are able to deliver improved patient outcomes demanded by payors and “offer greater opportunities for improved care at lower costs.” *Id.* at 468-69. One of the elements in achieving lower costs, as identified by our General Assembly, is the hospital’s ability to limit the extent of its vicarious liability which in turn lowers malpractice premiums.

As a result, hospitals now routinely contract with physician group practices with the mutual intention to enter into an independent contractor relationship with both the group and the individual member physicians. Under such contracts, physicians are bound to comply with the applicable terms of the contract between the hospital and the group practice. Sometimes such agreements, as in this case, are incorporated into and are a part of the contract between the hospital and the group practice and are signed by the individual physician; other times they are only part of the contract between the physician and the group practice. However, in all cases, the physicians contractually agree they are independent contractors of the hospital, regardless of whether they are direct signatories to the contract with the hospital.

But under the Court of Appeals' ruling, hospitals now face complete uncertainty regarding whether this mutual understanding and agreement will be honored by the courts as was intended by O.C.G.A. § 51-2-5.1(f). When faced with a lawsuit, hospitals will have no way of knowing whether a physician employed by a contracted group will be recognized as an independent contractor despite the mutual assent of both parties. Instead, uncertainty will prevail, in conjunction with growing litigation costs, as the hospital is forced to make its case (each time this issue is raised) that it did not exercise the right to control the time, place, or

manner of the physician's services. This result basically eviscerates the intent of the General Assembly to create certainty and reduce insurance and litigation costs because hospitals, in light of the potentially differing rulings by different judges (and frequently, juries) on each case, will need to maintain liability insurance even for independent contractors. Inconsistency and unpredictability will again rule the day, dismantling a decade's worth of progress.

D. Many purported indicia of a hospital's "time, place, manner" control are actually regulatory requirements mandated by the federal and state government.

The General Assembly admonished that "any requirement by the hospital that [a] health care professional engage in conduct required to satisfy any state or federal statute or regulation" or accreditation standard *shall not be considered* as evidence that a hospital exercises a right of control over the time, manner, or method of the health care professional's services. O.C.G.A. § 51-2-5.1(g)(2). Nevertheless, plaintiffs routinely cite (as was the case here) to hospital policies, rules and regulations, or medical staff bylaws as evidence of a hospital's purported control when in fact a hospital has no choice but to establish and impose such regulatory requirements and obligations on *all* physicians who treat patients in their facilities, whether employees or independent contractors.

For example, many of these requirements are to comply with (i) payment requirements established by governmental and commercial payers (which often condition payments to hospitals on physicians fulfilling certain actions), *see generally* Conditions of Medicare Payment, 42 C.F.R. § 424 (2016); (ii) Medicare conditions of participation for hospitals (which similarly require hospitals to ensure the physicians practicing at their facilities meet numerous requirements in order for the hospital to participate in the Medicare program), *see generally* Conditions of Participation for Hospitals, 42 C.F.R. § 482 (2016); and (iii) hospital licensure and accreditation standards (which likewise establish numerous specifications that physicians practicing in hospitals must meet in order for the hospital to maintain licensure and accreditation), *see generally* Ga. Comp. R. & Regs. 111-8-40 & Joint Commission on Accreditation Standards for Hospitals.

In short, there exist hundreds of pages of federal and state regulations that require hospitals to impose requirements on all on-site physicians and many even mandate that certain requirements be included in medical staff bylaws, the hospital's rules and regulations and other hospital policies. *See generally* Ga. Comp. R. & Regs. 111-8-40. The point is all physicians that provide services in hospitals, whether they are hospital employees or independent contractors, must

agree to comply with numerous regulatory requirements in order to ensure that the hospital can meet its own legal obligations, maintain accreditation and receive payments from governmental and commercial payers. Accordingly, a physician's compliance with such rules cannot be construed as evidence of a hospital's control of the time, place, or manner of a physician's services because to do so would render every physician who provides on-site services an ostensible agent and the analysis provided under O.C.G.A. § 51-2-5.1(g) would be purposeless.

CONCLUSION

For all the foregoing reasons and based on the above-cited authorities, Georgia Hospital Association, as amicus curiae, respectfully requests that this Court grant Tenet Healthsystem GB, Inc. d/b/a Atlanta Medical Center's Petition for Certiorari as it concerns an issue of grave importance to the Georgia hospital community.

This 31st day of July, 2017.

(Signatures Contained on Next Page)

Respectfully submitted,

ALLEN & McCAIN, P.C.

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EXHIBIT “A”

**AGREEMENT FOR
EMERGENCY DEPARTMENT COVERAGE**

THIS AGREEMENT FOR EMERGENCY DEPARTMENT COVERAGE ("Agreement") is made and entered into as of the later of September 20, 2011, or the execution of the Agreement by both parties (the "Effective Date") between Tenet HealthSystem GB, Inc. a Georgia corporation, doing business as Atlanta Medical Center ("Hospital") and Paragon Contracting Services, Inc. ("Group").

RECITALS:

A. Hospital maintains an emergency department (the "Department") on Hospital's premises to provide emergency medical services to persons presenting themselves for care and/or treatment, and Hospital desires to assure physician and mid-level provider coverage for the Department.

B. Group employs or otherwise contracts with physicians duly licensed in the State of Georgia ("State") and qualified as doctors of medicine with experience in furnishing emergency room medical services (such physicians and "Director" (as defined in Section 2 below) collectively "Physicians"), and Group desires to provide Physicians for full-time coverage of the Department.

C. Group employs or otherwise contracts with nurse practitioners ("Nurse Practitioners") who are duly qualified and licensed in the State with experience in furnishing the Services, and Group desires to provide Nurse Practitioners to provide Services to the Department; and

D. Group employs or otherwise contracts with physician assistants ("Physician Assistants") who are duly qualified and licensed in the State with experience in assisting physicians, and Group desires to provide Physician Assistants to assist Physicians in the Department. Nurse Practitioners and Physician Assistants are hereinafter collectively referred to as ("Mid-Level Providers").

E. Group and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of emergency medicine services of the Department.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Group agree as follows:

1. GROUP'S OBLIGATIONS.

a. **Services.** Group shall provide Physicians and Mid-Level Providers (collectively the "Providers") to provide Services in the Department and Group shall provide Physicians to supervise the operation of the Department in accordance with Group's obligations hereunder. Group shall require that each Provider complies with all terms and conditions contained herein. Providers shall also: (a) cooperate with Hospital's employee health program and the designated employee health nurse in providing, reviewing and developing health services

for employees who work at Hospital; (b) attend any and all meetings within Hospital that Providers are asked to attend by Hospital's Chief Executive Officer (the "CEO"); and (c) perform such other duties as may from time to time be requested by Hospital's Governing Board, Hospital's Medical Staff, and/or the CEO.

b. **Coverage.** While this Agreement is in effect, Group shall provide Physicians to cover the Department on a 24 hour per day basis every day of the calendar year, with a sufficient number, as mutually agreed upon by Hospital and Group, of Physicians physically present in the Department to provide full coverage of the Department at all times. On or before the first day of each calendar month, Group shall provide to the CEO and, following approval by the CEO, shall post within the Department a schedule of Physicians assigned to provide coverage in the Department during the next calendar month. Group also agrees to provide for the Services of Mid-Level Providers in the Department for a total of twelve (12) hours per day, seven (7) days per week, pursuant to a mutually agreed upon schedule.

c. **Physician Qualifications.** Each Physician who provides the Services in the Department shall be duly licensed and qualified as a doctor of medicine or osteopathy to practice medicine in the State, and shall be approved for membership and/or clinical privileges on the Medical Staff of Hospital in accordance with Hospital's Medical Staff Bylaws and Rules and Regulations. Director and all Physicians shall be Board Certified prior to performing the Services hereunder or, if not already certified, shall apply for and obtain Board certification no later than three (3) years from the date he/she first provides the Services hereunder. Group shall provide proof of such certification to Hospital upon Hospital's request. As set forth more fully herein, any approval for Medical Staff membership and/or clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement.

d. **Mid-Level Provider Qualifications.** Each Nurse Practitioner who provides Services in the Department shall be licensed by the State as a Nurse Practitioner, shall be qualified to provide the Services, and shall be approved for appropriate clinical privileges at Hospital in accordance with Hospital's Medical Staff Bylaws and Rules and Regulations. Each Physician Assistant who provides services in the Department shall be licensed by the State as a Physician Assistant, shall be qualified to assist Physicians, and shall be approved for appropriate clinical privileges at Hospital in accordance with Hospital's Medical Staff Bylaws and Rules and Regulations.

e. **Records and Reports.** Group shall provide or cause to be provided to Hospital all records and reports reasonably requested by Hospital. Group's records of billings and receipts relating to services performed hereunder shall be available to Hospital upon request. Group shall also require the prompt submittal to Hospital's medical records administrator and/or the patient's private physician of written reports of all examinations, treatments and procedures performed pursuant to this Agreement. Group shall use the medical records and report forms provided by the Department and Hospital. Group agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital. Notwithstanding the foregoing, Hospital agrees to allow Group to assign its responsibility for transcription of Department records to Physician Performance Enhancement, LLC provided, however, that this does not relieve Group of its overall responsibility for insuring that Department records are transcribed satisfactorily in accordance with Hospital requirements and that the Group physician reviews and signs off on the entry before the electronic system accepts the entry. Further, Group

will insure that business associate agreements are in place in order to comply with HIPPA requirements for confidentiality of patient information. Hospital further acknowledges that neither Group nor any of its related corporations has any ownership interest in, nor does it directly contract with Physician Performance Enhancement, LLC

f. **Medical Staff Membership.** Group expressly agrees as follows: (i) Medical Staff membership and/or clinical privileges, including any appointment and reappointment thereof, of Director and each Provider is based upon this Agreement, and Group being the exclusive provider in the Closed Department. Group expressly agrees that the Medical Staff membership and/or clinical privileges of Director and each Provider at Hospital shall terminate concurrently with each such individual's termination of membership in or employment by Group, the expiration or termination of this Agreement regardless of the cause of the termination, or the rescission of Hospital's approval of any such Provider in accordance with Subsection 1.e. hereof, without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff; (ii) each Provider agrees to voluntarily resign his or her Medical Staff membership and relinquish his or her clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waives any and all rights under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the foregoing events. Each Provider further expressly waives any and all rights the Provider has as a member of the Medical Staff for review of termination of his or her Medical Staff membership and/or clinical privileges pursuant to this provision. Medical Staff membership and/or clinical privileges are governed solely by the terms of the Agreement. Each Provider specifically agrees that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws; and (iii) Group and each Provider agrees that, as a condition precedent to the grant of exclusivity under the Agreement, the Group shall obtain the agreement of each Provider to the foregoing and provide Hospital with evidence of same in the form of the Waivers attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding Group's obligation to obtain the Waivers, Hospital reserves the right to terminate staff membership and clinical privileges of Provider's based upon the circumstances described hereunder without hearing and appellate review.

g. **Representations and Warranties.** Group represents and warrants to Hospital as follows: (i) neither Group nor any Provider is bound by any agreement or arrangement which would preclude Group or Provider from entering into, or from fully performing the Services; (ii) Provider's license to practice medicine in the State or in any other jurisdiction and Provider's Drug Enforcement Agency number has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Provider's medical staff privileges at any health care facility has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; (iv) Group and each Provider shall perform the Services in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of The Joint Commission ("Joint Commission") and any other relevant accrediting organizations, and (3) all applicable bylaws, rules, regulations, procedures, and policies of Hospital and its medical staff; (v) all Providers are participating providers in Medicare and the State's Medicaid program; (vi) neither Group nor any Provider has

in the past conducted, and is not presently conducting, its or his/her medical practice in such a manner as to cause Group or any Provider to be suspended, excluded, debarred or sanctioned under the Medicare or Medicaid Programs or by any government licensing agency, and has never been charged with or convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; (vii) Director will not provide directorship or other administrative services to any other person, entity, hospital or clinic during the term of this Agreement without Hospital's prior written consent, which consent shall not be unreasonably withheld. Group further represents to Hospital that the compensation paid or to be paid by Group to any provider is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such provider, not taking into account the value or volume of referrals or other business generated by such provider for Hospital. Group represents to Hospital that Group has and will at all times maintain a written agreement with each provider receiving compensation from Group that is not an employee of Group (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Group further represents that with respect to employees of Group with which Group does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Group by the employee.

2. **DIRECTOR OF EMERGENCY SERVICES.** Group shall appoint, subject to the prior approval of the CEO, a Physician or Physicians to serve as Director of the Department ("Director") while this Agreement is in effect. Director shall have the authority to speak for, and act on behalf of, all Providers and to bind each Provider for all purposes under this Agreement. The duties as Director shall include: (i) participating in the educational programs conducted by Hospital and its medical staff in order to assure Hospital's overall compliance with accreditation and licensing requirements, and performing such other reasonable teaching functions as Hospital or Hospital may request; (ii) directing non-physician Department personnel in the performance of professional services for patients; (iii) advising Hospital with respect to the selection, retention and termination of all personnel who may be required for the proper operation of the Department; provided, however, that Hospital shall retain the ultimate decision-making authority regarding the selection, retention and termination of all such personnel; (iv) establishing schedules for all services provided by Providers in accordance with the terms of this Agreement; (v) supervising the development and implementation of Hospital quality assurance and quality improvement programs and procedures in the Department; (vi) assisting Hospital in the preparation and conduct of surveys by the Joint Commission and/or any other national, state or local agency; and (vii) performing any other duties that Hospital's Governing Board, medical staff and/or the CEO may reasonably request.

3. **INDEPENDENT CONTRACTORS.** In performing the services herein specified, Group and Providers are acting as independent contractors, and shall not be considered employees or agents of Hospital.

4. **GROUP'S COMPENSATION.**

a. **Fee Schedules.** Hospital shall establish a schedule of charges for the use of all services, items and personnel provided to patients in the Department by Hospital. The fees

for the Services provided by Director and Providers shall at all times be comparable to the fees customarily charged in the community for comparable services.

b. **Entire Compensation.** Group's separate billings shall constitute its sole compensation for all administrative and professional services rendered hereunder, including services rendered by Providers, and Director. Group shall have the sole responsibility to compensate Providers, and Director. Group reserves the right, in its sole discretion, to determine the compensation payable to each Provider working in the Department. Group hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by such Providers for Services rendered hereunder. The indemnification obligations herein stated in this Section shall survive the termination and/or expiration of this Agreement

c. **Managed Care.** Group shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of the Group to program patients.

5. **TERM.** The term of this Agreement ("Term") shall be two (2) years commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

6. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Group upon the occurrence of any of the following: (i) conduct by Group or any Providers which, in the good faith discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients; (ii) breach by Group or any Providers of any of the confidentiality provisions hereof; (iii) failure by Group to maintain the insurance required under this Agreement; (iv) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or (v) Group's or any Providers conviction of a criminal offense related to health care, or Group's or any Provider's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

Group may cure such breach caused by a Provider under this Subsection by immediately terminating all employment and other Group-based professional and business relationships with such Providers and preventing said Provider from providing any services hereunder.

d. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

e. **Termination Due To Reimbursement Changes.** In the event there shall be a change in the Medicare or Medicaid Acts, regulations or general instructions (or in the application thereof), the adoption of new legislation, a change in any other third party payor reimbursement system, any determination that the parties interpretation thereof was incorrect, or either Hospital or Group enters into an agreement with a managed care program or other third party payor without the agreement and consent of the other party, any of which materially affects the reimbursement that the Hospital, Group or Providers may receive for its or their respective services furnished to patients through the Department, either Group or the Hospital may by notice propose a new basis for compensation for the Services. If such notice of new basis is given and if within ninety (90) days thereafter, either of the parties hereto are unable to agree thereon or Group is unable to arrange for Providers to accept such new basis for compensation, either party to this Agreement may terminate this Agreement by ninety (90) days notice to the other party on any future date specified in such notice.

f. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

7. **INSURANCE.** Group shall secure and maintain at all times during the Term, at Group's sole expense, such professional liability insurance coverage as may be required under Hospital bylaws, Medical Staff bylaws, rules and regulations or policies, as such bylaws, rules and regulations or policies may be amended from time to time, but in no event to exceed \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Group agrees that for at least four years

following the furnishing of such services, Group shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **CONFIDENTIALITY.** Group and Providers agree to maintain, hold as confidential and not disclose the terms of this Agreement or any confidential or proprietary information that Group or Providers may be provided during the term of this Agreement to any other person (with the exception of Group's or Provider's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital. With respect to any patient or medical record information regarding Hospital patients, Group and Providers shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

11. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT; BINDING EFFECT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier; and shall be deemed to have been duly given when

delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Group shall not assign or transfer, in whole or in part, this Agreement or any of Group's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Group without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Group or any Provider hereunder are conditioned on any requirement that Group or any Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates. The parties further acknowledge that no Provider is restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other facility of Group-affiliated provider's choosing.

14. **NON-DISCRIMINATION.** Group agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **ASSISTANCE IN LITIGATION.** Group and each Provider shall provide information and testimony and otherwise provide non-financial assistance to Hospital in defending against litigation brought against Hospital, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where Provider is a named adverse party.


16. **COMPLIANCE OBLIGATIONS.** Group and Providers each represents that he/she/it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. Group shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same.. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

17. **EXCLUSION LISTS SCREENING.** Group shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been

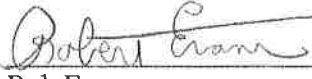
excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Group shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

18. **SURVIVAL.** The provisions of Sections, 3, 9, 10, 11, 12, 13 and 17 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

TENET HEALTHSYSTEM GB, INC.
d/b/a ATLANTA MEDICAL CENTER

By: 
Name: William T. Moore
Title: President and CEO
Date: 9/19/2011
Address: 303 Parkway Drive NE
Atlanta, GA 30312

PARAGON CONTRACTING SERVICES, INC.

By: 
Name: Rob Evans
Title: Executive Vice President
Date: 9/15/2011
Address: 14050 NW 14th Street
Suite 190
Fort Lauderdale, Florida 33323

**EXHIBIT A
WAIVER AND AGREEMENT**

I, _____, am a member, associate, partner or employee of or an independent contractor under contract with **ACS Primary Care Physicians, PC** ("ACS"). I understand that I am bound by all terms and conditions of the Agreement for Department coverage dated September 20, 2011 (the "Agreement") between **Tenet HealthSystem GB, Inc., dba Atlanta Medical Center** ("Hospital") and **Paragon Contracting Services, Inc.** ("Group"). In consideration of my relationship with or employment by ACS, and in consideration of my approval by Hospital to provide services at the Hospital, pursuant to the Agreement, I knowingly and voluntarily agree to the following.

I understand, acknowledge and expressly agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of the Services for the Department. I further understand, acknowledge and agree that upon the expiration or earlier termination of the Agreement, with or without cause, Hospital shall have the right to grant an exclusive contract for the provision of Services to any person or entity, and shall have the right to exclude me from the practice of medicine at the Hospital based upon such exclusive contract. I understand, acknowledge and agree that any approval for clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement. I agree to indemnify, defend and to hold Hospital harmless against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim brought by the Group, ACS or its Physicians (or anyone else claiming rights on their behalf) which in any way challenges the Hospital's Department and/or seeks to allow the Group, ACS or any Provider to continue to exercise privileges after the termination and/or expiration of the Agreement.

I understand, acknowledge and agree that the termination of my employment by, or relationship with, ACS will cause the immediate and automatic loss of my membership on Hospital's Medical Staff and the clinical privileges I hold to practice medicine at Hospital, without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff. I hereby knowingly and voluntarily resign my Medical Staff membership and relinquish my clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waive any and all rights that I may have under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the following events: (i) the expiration or earlier termination of the Agreement, regardless of the cause of the termination; (ii) the termination of my employment by or relationship with ACS; or (iii) ACS permanently removes me from, or otherwise takes action against me that in whole or in part restricts me from, the provision of the Services at Hospital. I understand, acknowledge and agree that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws and that the termination of Medical Staff membership and/or clinical privileges for these reasons is governed solely by the terms of the Agreement. I understand, acknowledge and agree, however, that unless and until such loss of membership occurs, I am bound by and subject to all provisions of the Bylaws, Rules and Regulations of Hospital and/or its Medical Staff.

Without limiting the foregoing in any way, I understand, acknowledge and agree that if the Agreement expires and/or terminates for any reason, and I continue to hold Medical Staff membership and/or exercise clinical privileges thereafter, this shall not, in any way, waive or restrain the Hospital from exercising its right to enforce the termination.

I agree that if any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable for any reason, whether in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Waiver and Agreement shall be construed as if such provision had never been contained herein.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE WAIVER AND AGREEMENT, AND I HAVE CAREFULLY READ AND UNDERSTOOD THE AGREEMENT REFERRED TO ABOVE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO THEIR TERMS.

Date: _____
By: _____

EXHIBIT “B”

Grossman

AGREEMENT FOR RADIOLOGY DEPARTMENT COVERAGE

THIS AGREEMENT FOR RADIOLOGY DEPARTMENT COVERAGE ("Agreement") is made and entered into as of the later of September 1, 2011 or the execution of the Agreement by both parties (the "Effective Date") by and between Tenet HealthSystem GB, Inc., a Georgia corporation, doing business as **Atlanta Medical Center** ("Hospital") and **Diagnostic Imaging Specialists, P.A.** ("Group").

RECITALS:

A. Hospital maintains a radiology department (the "Department") on the Hospital's premises to provide CT, nuclear medicine, ultrasound, and other therapeutic and diagnostic radiology services and procedures (collectively the "Services"), and Hospital desires to assure physician coverage for the Department.

B. Group employs or otherwise contracts with physicians duly licensed in the State of Georgia ("State") and qualified as doctors of medicine with experience in furnishing the Services ("Physicians"), and Group desires to provide Physicians for full-time coverage of the Department.

C. Group and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of the Services for the Department.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Group agree as follows:

1. GROUP'S OBLIGATIONS.

a. **Services.** Group on an exclusive basis shall provide Physicians to furnish all the Services and to supervise operation of the Department in accordance with Group's obligations hereunder. Group shall ensure that each Physician complies with all terms and conditions contained herein. Physicians shall also: (a) cooperate with Hospital's employee health program and the designated employee health nurse in providing, reviewing and developing health services for employees who work at Hospital; (b) attend any and all meetings within Hospital that Physicians are asked to attend by Hospital's Chief Executive Officer (the "CEO"); and (c) perform such other duties as may from time to time be requested by Hospital's Governing Board, Hospital's Medical Staff, and/or the CEO or his/her designee.

b. **Coverage.** Group shall provide Physicians to cover the Department, on a twenty-four (24) hours per day basis, every day of the calendar year, with a sufficient number, as determined by Hospital in consultation with the Group, of Physicians physically present in the Department to provide full coverage of the Department at all times. For purposes of this Agreement, "full coverage" means Physicians presence sufficient to assure timely response to all patient care needs. On or before the first day of each calendar month, Group shall provide to the CEO or his/her designee, and shall post within the Department, a schedule of Physicians assigned to provide coverage in the Department during the next calendar month.



c. **Other Physicians.** The Services to be rendered hereunder shall be performed by Group and such other Physicians as may be employed by or under contract with Group. At all times while this Agreement is in effect, the CEO or his/her designee shall have the right to request removal of any such Physician if, in the CEO's or his/her designee's best judgment, such removal is in the best interests of Hospital. Group hereby agrees to immediately remove any such Physician upon receipt of the CEO's or his/her designee's request

d. **Chairman of the Department.**

(1) Group shall designate one Physician to serve as the professional and administrative head of the Department (the "Chairman"). The Chairman shall designate one of the Physicians reasonably acceptable to the Hospital to act in any absence of the Chairman and the Chairman shall notify the CEO of the Hospital or his/her designee in advance of any such absence and scheduled substitution. The Chairman must be an active member of Hospital's Medical Staff. The CEO of the Hospital shall notify Group in the event the Hospital determines the existing Chairman is not complying with the requirements of this Agreement or with the standards of performance practiced by departmental chiefs in similar hospitals. In such event, Group shall promptly meet with the Hospital in order to rectify the situation.

(2) The Chairman shall devote his/her reasonable ability and effort to the proper management of the Department, using the premises devoted to such Department solely for the Services. The Chairman shall be responsible to the CEO of the Hospital with respect to administrative matters and shall be responsible to the CEO of the Hospital for compliance with the reasonable administrative regulations of the Hospital which are consistent with this Agreement. In addition, the Chairman, in cooperation with the administrative director of the Department, shall be responsible to the CEO of the Hospital for providing information regarding budgetary and other needs of the Department, assisting in the development of administrative regulations as they pertain to the Department, and reasonably cooperating with the CEO of the Hospital in the effective management of the Department.

(3) The Chairman shall devote his/her reasonable ability and effort to the proper management and conduct of the Department and shall be responsible for the day-to-day on-site supervisory, administrative, teaching, management, quality control and work scheduling functions of the Hospital's radiology Services, in accordance with the Hospital's Bylaws and Policies consistent with this Agreement.

e. **Physician Qualifications.** Each Physician who provides the Services in the Department shall be duly licensed and qualified as a doctor of medicine or osteopathy to practice medicine in the State, and shall be approved for membership and/or clinical privileges on the Medical Staff of Hospital in accordance with Hospital's Medical Staff Bylaws and Rules and Regulations. All Physicians shall be Board Certified prior to performing the Services hereunder or, if not already certified, shall apply for and obtain Board certification from the American College of Radiology no later than three (3) years from the date he/she first provides the Services hereunder. Group shall provide proof of such certification to Hospital upon Hospital's request. As set forth more fully herein, any approval for Medical Staff membership and/or clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement.

f. **Records and Reports.** Group shall require the prompt submittal to Hospital's medical records administrator and/or the patient's private physician of written reports of all examinations, treatments and procedures performed pursuant to this Agreement. Group shall use the medical records and report forms provided by the Department and Hospital. Group agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

g. **Representations and Warranties.** Group represents and warrants to Hospital as follows: (i) neither Group nor any Physician is bound by any agreement or arrangement which would preclude Group or any Physician from entering into, or from fully performing the Services; (ii) no Physician's license to practice medicine in the State or in any other jurisdiction and Physician's Drug Enforcement Agency number have ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) no Physician's medical staff privileges at any health care facility have ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; (iv) Group and each Physician shall perform the Services in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of The Joint Commission ("Joint Commission") and any other relevant accrediting organizations, and (3) all applicable bylaws, rules, regulations, procedures, and policies of Hospital and its medical staff; (v) each Physician is a participating physician in Medicare and the State's Medicaid program; (vi) neither Group nor any Physician has in the past conducted, and is not presently conducting, its or his/her medical practice in such a manner as to cause Group or any Physician to be suspended, excluded, debarred or sanctioned under the Medicare or Medicaid Programs or by any government licensing agency, and has never been charged with or convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation. Group further represents to Hospital that the compensation paid or to be paid by Group to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital. Group represents to Hospital that Group has and will at all times maintain a written agreement with each physician receiving compensation from Group who is not an employee of Group (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Group further represents that with respect to employees of Group with which Group does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Group by the employee. Further, Group shall comply with all relevant claims submission and billing laws and regulations. Each of the representations and warranties set forth herein shall be continuing and in the event any such representation or warranty fails to remain true and accurate during the Term, Group shall immediately notify Hospital.

h. **Medical Staff Membership.** Group expressly agrees as follows: (i) Medical Staff membership and/or clinical privileges, including any appointment and reappointment thereof, of each Physician is based upon this Agreement, and Group being the exclusive provider in the Department. Group expressly agrees that the Medical Staff membership and/or clinical privileges of each Physician at Hospital shall terminate concurrently with each such individual's termination of membership in or employment by Group, the expiration or termination of this Agreement regardless of the cause of the termination, or the rescission of Hospital's approval of any such Physician in accordance with Subsection 1.c. hereof, without the necessity of notice or

any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff; (ii) each Physician agrees to voluntarily resign his or her Medical Staff membership and relinquish his or her clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waives any and all rights under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the foregoing events. Each Physician further expressly waives any and all rights the Physician has as a member of the Medical Staff for review of termination of his or her Medical Staff membership and/or clinical privileges pursuant to this provision. Medical Staff membership and/or clinical privileges are governed solely by the terms of the Agreement. Each Physician specifically agrees that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws; and (iii) Group and each Physician agrees that, as a condition precedent to the grant of exclusivity under the Agreement, the Group shall obtain the agreement of each Physician to the foregoing and provide Hospital with evidence of same in the form of the Waivers, attached hereto as **Exhibit A** and incorporated herein by this reference. Notwithstanding Group's obligation to obtain the Waivers, Hospital reserves the right to terminate staff membership and clinical privileges of Physician's based upon the circumstances described hereunder without hearing and appellate review.

i. **Quality Performance.** To promote quality performance and patient safety for the Radiology Department, Group will actively participate in the Hospital's Quality and Patient Safety Metrics, attached hereto as **Exhibit B** and incorporated herein by this reference.

2. HOSPITAL'S OBLIGATIONS.

a. **OFFICE SPACE.** Hospital shall provide sufficient office space for the purpose of providing administrative on-call services, as set forth in this Agreement.

b. **EQUIPMENT.** Hospital, at Hospital's sole cost and expense, shall provide a computer workstation(s) and printer sufficient to perform the administrative duties of this Agreement in addition to an internet connection, telephone and facsimile system.

c. **SUPPLIES AND SERVICES.** Hospital, at Hospital's sole cost and expense, shall provide supplies and materials necessary for the operation of the Services, as well as janitorial services and utilities.

d. **DATA AND TECHNOLOGY SUPPORT.** Hospital, at Hospital's sole cost and expense, shall provide the Group and its authorized billing company demographic information on patients for whom Group has provided Services. The required patient demographic information is currently a fixed width ACSII text file, the "Hagy" file. Should Hospital change or modify the current "Hagy" file, Hospital shall continue to supply patient demographic information in some form of a comma delimited file. Hospital shall provide Group and its authorized billing company Physicians' reports of Services and the roster of completed exams that are performed in the Department. The Group, at the Group's sole cost and expense may install a fully private broadband internet circuit into the Department, which would connect to a dedicated telerad workstation PC and would not touch or connect to the AMC or Tenet Network

3. **INDEPENDENT CONTRACTORS.** In performing the services herein specified, Group, and Physicians are acting as independent contractors, and shall not be considered employees or agents of Hospital.

4. **GROUP'S COMPENSATION.**

a. **Fees.** The fees for the Services provided by Group and Physicians shall at all times be comparable to the fees customarily charged in the community for comparable services. Group's separate billings shall constitute its sole compensation for all professional services rendered hereunder, with the exception of the Group's fees for Services rendered to uninsured patients, which Hospital will collect as defined in section 4.b. Group shall have the sole responsibility to compensate Physicians. Group reserves the right, in its sole discretion, to determine the compensation payable to each Physician working in the Department. Group hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by such Physicians for Services rendered hereunder. The indemnification obligations herein stated in this Section shall survive the termination and/or expiration of this Agreement.

b. **Compact with the Uninsured.** Hospital agrees to collect Group's fees for Services rendered to uninsured patients ("Uninsured Patient Fees") in connection with the patient's Hospital procedure, in accordance with the Compact with the Uninsured Rate Schedule, attached hereto as **Exhibit C** and incorporated herein by this reference. Hospital shall record receipt of Uninsured Patient Fees and post to a separate account. In order to cover Hospital's expenses related to the collection of Uninsured Patient Fees, within thirty (30) days following the end of each month, Hospital shall remit to Group all Uninsured Patient Fees collected in the previous month and shall deduct from the monthly remittance, 8.5% of all Uninsured Patient Fees collected. Collection of Group's fees for Services provided to all other patients will remain the responsibility of the Group.

c. **Managed Care.** Group shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for Services of the Physicians to program patients. Group shall have the right to petition the Hospital for written consent exempting it from participation in specific third-party or managed care program(s).

5. **TERM.** The term of this Agreement ("Term") shall be five (5) years commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

6. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice. Provided however, Group has the opportunity to meet with President of the Medical Staff and representatives from Hospital Board of Directors prior to receiving such notice of termination.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Group upon the occurrence of any of the following: (i) conduct by Group or any Physicians which, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients; (ii) breach by Group or any Physicians of any of the confidentiality provisions hereof; (iii) failure by Group to maintain the insurance required under this Agreement; (iv) closure of Hospital, cessation of the patient care operations or (v) Group's or any Physicians conviction of a criminal offense related to health care, or Group's or any Physician's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

Group may cure such breach caused by a Physician under this Subsection by immediately terminating all employment and other Group-based professional and business relationships with such Physicians and preventing said Physician from providing any services hereunder.

d. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

e. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

7. **INSURANCE.** Group shall secure and maintain at all times during the Term, at Group's sole expense, such professional liability insurance coverage as may be required under Hospital bylaws, Medical Staff bylaws, rules and regulations or policies, as such bylaws, rules and regulations or policies may be amended from time to time.

8. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Group agrees that for at least four years following the furnishing of such services, Group shall, upon written request, make available to

the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services.

9. **CONFIDENTIALITY.** Group and Physicians agree to maintain, hold as confidential and not disclose the terms of this Agreement or any confidential or proprietary information that Group or Physicians may be provided during the term of this Agreement to any other person (with the exception of Group's or Physician's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital. With respect to any patient or medical record information regarding Hospital patients, Group and Physicians shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties.

11. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder (or from services furnished by Group in connection with Subsection 4.b. of the Agreement) by the indemnifying party, its agents, servants, representatives and/or employees.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Group shall not assign or transfer, in whole or in part, this

Agreement or any of Group's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Group without such consent shall be null and void. This Agreement is not assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Group or any Physician hereunder are conditioned on any requirement that Group or any Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates. The parties further acknowledge that no Physician is restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other facility of Group-affiliated physician's choosing.

14. **NON-DISCRIMINATION.** Group agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **ASSISTANCE IN LITIGATION.** The parties shall provide information and testimony and otherwise assist each other in defending against litigation brought against either of them, their respective directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action arising under this Agreement, except in the event that the party whose assistance is requested is also a named adverse party to such litigation or such assistance requires the disclosure of information that is protected by the attorney-client privilege or work-product doctrine.

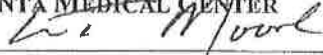
16. **COMPLIANCE OBLIGATIONS.** Group and Physicians each represents that he/she/it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. Group shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request

17. **EXCLUSION LISTS SCREENING.** Group shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Group shall immediately notify Hospital of the

same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

18. **SURVIVAL.** The provisions of Sections 3, 7, 8, 9, 10, 11, and 15 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

TENET HEALTHSYSTEM GB, INC.
d/b/a ATLANTA MEDICAL CENTER

By: 
Name: William T. Moore
Title: President and CEO
Date: 9/1/11
Address: 303 Parkway Drive NE
Atlanta, Georgia 30312

DIAGNOSTIC IMAGING SPECIALISTS, P.A.

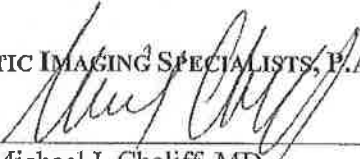
By: 
Name: Michael I. Chaliff, MD
Title: President
Date: 9/1/2011
Address: 6000 Lake Forrest Drive
Suite 475
Atlanta, Georgia 30328

EXHIBIT A

WAIVER AND AGREEMENT

I, _____, am an employee of or an independent contractor under contract with **Diagnostic Imaging Specialists, P.A.** ("Group"). I understand that I am bound by all terms and conditions of the Agreement for Department coverage dated September __, 2011 (the "Agreement") between Tenet HealthSystem GB, Inc., doing business as **Atlanta Medical Center** ("Hospital") and Group. In consideration of my relationship with or employment by Group, and in consideration of my approval by Hospital to provide services at Atlanta Medical Center ("Hospital"), pursuant to the Agreement, I knowingly and voluntarily agree to the following.

I understand, acknowledge and expressly agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of the Services for the Department. I further understand, acknowledge and agree that upon the expiration or earlier termination of the Agreement, with or without cause, Hospital shall have the right to grant an exclusive contract for the provision of Services to any person or entity, and shall have the right to exclude me from the practice of medicine at the Hospital based upon such exclusive contract. I understand, acknowledge and agree that any approval for clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement. I agree to indemnify, defend and to hold Hospital harmless against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim brought by the Group or its Physicians (or anyone else claiming rights on their behalf) which in any way challenges the Hospital's Department and/or seeks to allow the Group or any Physician to continue to exercise privileges after the termination and/or expiration of the Agreement.

I understand, acknowledge and agree that the termination of my employment by, or relationship with, Group will cause the immediate and automatic loss of my membership on ~~Hospital's Medical Staff and the clinical privileges I hold to practice medicine at Hospital,~~ without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff. I hereby knowingly and voluntarily resign my Medical Staff membership and relinquish my clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waive any and all rights that I may have under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the following events: (i) the expiration or earlier termination of the Agreement, regardless of the cause of the termination; (ii) the termination of my employment by or relationship with Group; or (iii) Group permanently removes me from, or otherwise takes action against me that in whole or in part restricts me from, the provision of the Services at Hospital. I understand, acknowledge and agree that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws and that the termination of Medical Staff membership and/or clinical privileges for these reasons is governed solely by the terms of the Agreement. I understand, acknowledge and agree, however, that unless and until such loss of membership occurs, I am

bound by and subject to all provisions of the Bylaws, Rules and Regulations of Hospital and/or its Medical Staff.

Without limiting the foregoing in any way, I understand, acknowledge and agree that if the Agreement expires and/or terminates for any reason, and I continue to hold Medical Staff membership and/or exercise clinical privileges thereafter, this shall not, in any way, waive or restrain the Hospital from (i) exercising its right to enforce the termination of this Agreement, and (ii) granting an exclusive contract for the provision of Services to any person or entity.

I agree that if any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable for any reason, whether in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Waiver and Agreement shall be construed as if such provision had never been contained herein.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE WAIVER AND AGREEMENT, AND I HAVE CAREFULLY READ AND UNDERSTOOD THE AGREEMENT REFERRED TO ABOVE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO THEIR TERMS.

Signed: _____

Date: _____

EXHIBIT B**QUALITY AND PATIENT SAFETY METRICS**

1. **MRI Lumbar Spine for Low Back Pain:** This measure estimates the percentage of people who had a Magnetic Resonance Imaging (“MRI”) of the Lumbar Spine with a diagnosis of low back pain without claims based on evidence of antecedent conservative therapy. Studies are limited to the outpatient place of service.
2. **Mammography Follow-Up Rates:** This measure calculates the percentage of patients with mammography screening studies that are followed by a diagnostic mammography of ultrasound of the breast study in an outpatient or office setting. An abnormally high rate of “call-backs” from indeterminate screening studies may be an indication of the inability of the reader to adequately determine when additional imaging is necessary (high false positive rate). This points to the experience and confidence of the interpreting Physician and indicates both quality and efficiency. Recall rate with follow-up “diagnostic” mammography studies greater than ten (10) to fourteen (14) percent are generally felt to be unusual unless explained by the morbidity of the underlying population.
3. **Abdomen CT- Use of Contrast Material:** This measure calculates the percentage of abdomen studies that are performed with and without contrast out of all abdomen studies performed (those with contrast, those without contrast, and those with both). Current literature clearly defines indications for the use of combined studies, that is, examinations performed without contrast followed by contrast enhancement. The intent of this measure is to assess questionable utilization of contrast agents that carry an element of risk and significantly increase examination cost.
4. **Thorax CT- Use of Contrast Material:** This measure calculates the percentage of Thorax studies that are performed with and without contrast out of all thorax studies performed (those with contrast, those without contrast, and those with both). Current literature clearly defines indications for the use of combined studies, that is, examinations performed without contrast followed by contrast enhancement. The intent of this measure is to assess questionable utilization of contrast agents that carry an element of risk and significantly increase examination cost.
5. **Exposure Time Reported for Procedures Using Fluoroscopy:** This measure calculates the percentage of final reports for procedures using fluoroscopy that include documentation of radiation exposure or exposure time.
6. **Stenosis Measurement in Carotid Imaging Studies:** This measure calculates the percentage of final reports for all patients, regardless of age, for carotid imaging studies (neck MR angiography (“MRA”), neck CT angiography (“CTA”), neck duplex ultrasound, carotid angiogram) performed that include direct or indirect reference to measurements of distal internal carotid diameter as the denominator for stenosis measurement.

EXHIBIT C**Compact with the Uninsured Rates**

CPT	DESCRIPTION	Fee
76075	Bone density, DXA	18.00
	CT	
74150	CT abdomen w/o dye	94.00
74160	Ct abdomen w/dye	70.00
74170	Ct abdomen w/o & w/dye	83.00
74176	Ct abdomen & pelvis w/o dye	94.00
74150	Ct abdomen w/o dye	70.00
74177	CT abdomen & pelvis w/o dye	98.00
74178	Ct abdomen & pelvis w & w/o dye	98.00
70450	Ct head/brain w/o dye	60.00
72132	Ct lumbar spine w/dye	70.00
72126	Ct neck spine w/dye	70.00
72125	Ct neck spine w/o dye	70.00
72193	Ct pelvis w/dye	65.00
72194	Ct pelvis w/o & w/dye	70.00
72194	Ct pelvis w/o & w/dye	70.00
72192	Ct pelvis w/o dye	70.00
76360	Ct scan for needle biopsy	70.00
71260	Ct thorax w/dye	70.00
	Default CT	70.00
93970	duplex bilateral vein flow study (extremity)	45.00
	Mammograms	
G0204	Mammogram, both breasts	55.00
G0206	Mammogram, one breast	45.00
G0202	Mammogram, screening	40.00
	Myelogram	
62284	Injection for myelogram	100.95
72265	MYELOGRAPHY LUMBOSAC RS&I	150.00

CPT	DESCRIPTION	Fee
	MRI	
70553	Mri brain w/o & w/dye	138.80
72148	Mri lumbar spine w/o dye	87.37
72141	Mri neck spine w/o dye	94.25
	Default MRI	90.00
	Ultrasound	
76805	Ob us >= 14 wks, snl fetus	58.73
76830	Transvaginal us, non-ob	40.70
76775	Us exam abdomen-limited	34.25
76700	Us exam, abdomen, complete	47.97
76645	Us exam, breast(s)	31.71
76856	Us exam, pelvic, complete	45.00
76705	Echo exam of abdomen	35.00
	Default Ultrasound	45.00
37210	Uterine Artery Embolization	645.00
	Spine Injection	
76005	Fluoroguide for spine inject	
62311	Inject spine l/s (cd)	
	Total	130.00
	X-Rays	
73610	X-ray exam of ankle	10.00
71020	x-ray exam of chest (1 view)	12.00
71010	x-ray exam of chest (2 views AP& Lateral)	11.00
73630	X-ray exam of foot	11.00
73510	X-ray exam of hip	12.00
73562	X-ray exam of knee	11.00
72100	X-ray exam of lower spine	13.00
72110	X-ray exam of lower spine	18.00
72114	X-ray exam of lower spine	22.00
72265	x-ray, lower spine w/lt contrast	48.00
72050	X-ray exam of neck/cervical spine 4	18.00
72052	X-ray exam of neck/cervical spine 6	22.00

72040	X-ray exam of neck/cervical spine 2-3	13.00
72170	X-ray exam of pelvis	11.00
73030	X-ray exam of shoulder	11.00
72020	X-ray exam of spine	9.00
72070	X-ray exam of thoracic spine	13.00
74240	X-ray exam, upper gi tract	42.00
	Default X-Ray	15.00

EXHIBIT “C”

EXHIBIT A

WAIVER AND AGREEMENT

I, **ROBIN P. LOWMAN, MD**, am a member, associate, partner or employee of or an independent contractor under contract with **ACS Primary Care Physicians, PC** ("ACS"). I understand that I am bound by all terms and conditions of the Agreement for Department coverage dated September 20, 2011 (the "Agreement") between **Tenet HealthSystem GB, Inc., dba Atlanta Medical Center** ("Hospital") and **Paragon Contracting Services, Inc.** ("Group"). In consideration of my relationship with or employment by ACS, and in consideration of my approval by Hospital to provide services at the Hospital, pursuant to the Agreement, I knowingly and voluntarily agree to the following.

I understand, acknowledge and expressly agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of the Services for the Department. I further understand, acknowledge and agree that upon the expiration or earlier termination of the Agreement, with or without cause, Hospital shall have the right to grant an exclusive contract for the provision of Services to any person or entity, and shall have the right to exclude me from the practice of medicine at the Hospital based upon such exclusive contract. I understand, acknowledge and agree that any approval for clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement. I agree to indemnify, defend and to hold Hospital harmless against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim brought by the Group, ACS or its Physicians (or anyone else claiming rights on their behalf) which in any way challenges the Hospital's Department and/or seeks to allow the Group, ACS or any Provider to continue to exercise privileges after the termination and/or expiration of the Agreement.

I understand, acknowledge and agree that the termination of my employment by, or relationship with, ACS will cause the immediate and automatic loss of my membership on Hospital's Medical Staff and the clinical privileges I hold to practice medicine at Hospital, without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff. I hereby knowingly and voluntarily resign my Medical Staff membership and relinquish my clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waive any and all rights that I may have under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the following events: (i) the expiration or earlier termination of the Agreement, regardless of the cause of the termination; (ii) the termination of my employment by or relationship with ACS; or (iii) ACS permanently removes me from, or otherwise takes action against me that in whole or in part restricts me from, the provision of the Services at Hospital. I understand, acknowledge and agree that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws and that the termination of Medical Staff membership and/or clinical privileges for these reasons is governed solely by the terms of the Agreement. I understand, acknowledge and agree, however, that unless and until such loss of membership occurs, I am bound by and subject to all provisions of the Bylaws, Rules and Regulations of Hospital and/or its Medical Staff.

Without limiting the foregoing in any way, I understand, acknowledge and agree that if the Agreement expires and/or terminates for any reason, and I continue to hold Medical Staff membership and/or exercise clinical privileges thereafter, this shall not, in any way, waive or restrain the Hospital from exercising its right to enforce the termination.

I agree that if any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable for any reason, whether in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Waiver and Agreement shall be construed as if such provision had never been contained herein.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE WAIVER AND AGREEMENT, AND I HAVE CAREFULLY READ AND UNDERSTOOD THE AGREEMENT REFERRED TO ABOVE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO THEIR TERMS.

By: Robin P. Lowman
Robin P. Lowman (Jan 15, 2012)

EXHIBIT “D”

EXHIBIT A

WAIVER AND AGREEMENT

I, Chiffon Thomas am an employee of or an independent contractor under contract with Diagnostic Imaging Specialists, P.A. ("Group"). I understand that I am bound by all terms and conditions of the Agreement for Department coverage dated September __, 2011 (the "Agreement") between Tenet HealthSystem GB, Inc., doing business as Atlanta Medical Center ("Hospital") and Group. In consideration of my relationship with or employment by Group, and in consideration of my approval by Hospital to provide services at Atlanta Medical Center ("Hospital"), pursuant to the Agreement, I knowingly and voluntarily agree to the following.

I understand, acknowledge and expressly agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to be the exclusive provider of the Services for the Department. I further understand, acknowledge and agree that upon the expiration or earlier termination of the Agreement, with or without cause, Hospital shall have the right to grant an exclusive contract for the provision of Services to any person or entity, and shall have the right to exclude me from the practice of medicine at the Hospital based upon such exclusive contract. I understand, acknowledge and agree that any approval for clinical privileges, and any reappointment thereof, shall be subject to the termination provisions of the Agreement. I agree to indemnify, defend and to hold Hospital harmless against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim brought by the Group or its Physicians (or anyone else claiming rights on their behalf) which in any way challenges the Hospital's Department and/or seeks to allow the Group or any Physician to continue to exercise privileges after the termination and/or expiration of the Agreement.

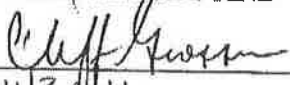
I understand, acknowledge and agree that the termination of my employment by, or relationship with, Group will cause the immediate and automatic loss of my membership of Hospital's Medical Staff and the clinical privileges I hold to practice medicine at Hospital, without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Hospital or its Medical Staff. I hereby knowingly and voluntarily resign my Medical Staff membership and relinquish my clinical privileges to practice medicine at Hospital, and knowingly and voluntarily waive any and all rights that I may have under the bylaws, rules and regulations of Hospital and/or its Medical Staff, or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the following events: (i) the expiration or earlier termination of the Agreement, regardless of the cause of the termination; (ii) the termination of my employment by or relationship with Group; or (iii) Group permanently removes me from, or otherwise takes action against me that in whole or in part restricts me from, the provision of the Services at Hospital. I understand, acknowledge and agree that the Agreement shall control any inconsistency or disagreement between the terms and provisions of the Agreement and the Medical Staff Bylaws and that the termination of Medical Staff membership and/or clinical privileges for these reasons is governed solely by the terms of the Agreement. I understand, acknowledge and agree, however, that unless and until such loss of membership occurs, I am

bound by and subject to all provisions of the Bylaws, Rules and Regulations of Hospital and/or its Medical Staff.

Without limiting the foregoing in any way, I understand, acknowledge and agree that if the Agreement expires and/or terminates for any reason, and I continue to hold Medical Staff membership and/or exercise clinical privileges thereafter, this shall not, in any way, waive or restrain the Hospital from (i) exercising its right to enforce the termination of this Agreement, and (ii) granting an exclusive contract for the provision of Services to any person or entity.

I agree that if any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable for any reason, whether in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Waiver and Agreement shall be construed as if such provision had never been contained herein.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE WAIVER AND AGREEMENT, AND I HAVE CAREFULLY READ AND UNDERSTOOD THE AGREEMENT REFERRED TO ABOVE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO THEIR TERMS.

Signed: 
Date: 11/30/11

CERTIFICATE OF SERVICE

This is to certify that I have this day served true and correct copies of the foregoing **BRIEF OF GEORGIA HOSPITAL ASSOCIATION AS AMICUS CURIAE** on all counsel via the Court's eFast docketing system which electronically sends a copy to all counsel of record and by placing copies in the U.S. Mail, First Class postage prepaid, in envelopes properly addressed to counsel to their last known addresses as follows:

Brian K. Mathis, Esq.
Huff, Powell & Bailey, LLC
999 Peachtree Street, Suite 950
Atlanta, GA 30309

Leah Ward Sears, Esq.
Edward H. Wasmuth, Jr., Esq.
Smith, Gambrell & Russell, LLP
1230 Peachtree Street, N.E.
Suite 3100, Promenade II
Atlanta, GA 30309-3592

Robin N. Loeb, Esq.
Anne H. Coolidge-Kaplan, Esq.
Garland, Samuel & Loeb, P.C.
3151 Maple Drive, N.E.
Atlanta, GA 30305

This 31st day of July, 2017.

s:\Hunter S. Allen, Jr.
Hunter S. Allen, Jr.
Georgia State Bar No. 010700