DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF MEDICAL ASSISTANCE

STATEMENT OF PARTICIPATION

THIS STATEMENT OF PARTICIPATION between the State of Georgia, Department of Community Health, Division of Medical Assistance (the "Department") and the undersigned Provider becomes effective on the date of enrollment indicated by the Department.

WHEREAS, the Department is charged with the administration of the Georgia State Plan for Medical Assistance (the "Medicaid program") in accordance with the requirements of Title XIX of the Social Security Act of 1935, as amended, and O.C.G.A. § 49-4-I et seq., and seeks to enroll qualified health care providers ("Providers") to render services to eligible Medicaid recipients;

WHEREAS, Provider affirms that all prerequisites, certification and/or licensure requirements and other necessary qualifications have been met in Provider’s area(s) of specialty as required by law in the State of Georgia to render health care services to patients; and,

WHEREAS, Provider desires to enroll in the Medicaid program to render Covered Services to eligible Medicaid recipients under certain category(ies) of service, and seeks reimbursement for rendering such services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions named herein as follows:

1. THE DEPARTMENT'S OBLIGATIONS

A. Legal Compliance. The Department shall adhere to all applicable provisions of federal and state laws and regulations, Rules of the Department, and all of the Department’s Policies and Procedures manuals governing the Medicaid program, and any amendments thereto (collectively, the “Department’s requirements”).

B. Reimbursement to Providers. The Department shall reimburse Provider for claims that are submitted in compliance with the Department’s requirements, and in such amounts allowed under the Medicaid program as administered by the Department.

C. Modifications to Department's Policies and Procedures. The Department shall notify Provider of modifications to the provisions contained in the Policies and Procedures manual(s) for the category(ies) of service in which the Provider is enrolled by disseminating such notices to the address(es) at which Provider is then registered with the Department. Public notice of significant changes in the Department’s methods and standards for setting payment rates for Covered Services will be given in accordance with the Rules governing the Department.

2. PROVIDER’S OBLIGATIONS

A. Legal Compliance. Provider shall comply with all of the Department’s requirements applicable to the category(ies) of service in which Provider participates under this Statement of Participation, including Part I, Part II and the applicable Part III manuals. The term “Provider” shall include those persons or entities performing services under the supervision or other direction of Provider, and all acts or omissions of such persons or entities shall be attributed to Provider.

B. Provider Enrollment and Continued Participation. Provider shall comply with the Department’s requirements to enroll and continue participating as a Provider in the Medicaid program, including but not limited to completion of all enrollment forms, cooperation with site audits, and the following:
1. **Certification of Provider Information.** Provider certifies that all statements and information furnished to the Department for enrollment and continued participation are true and complete, and recognizes that the Department will rely on such information to evaluate Provider’s participation under the Medicaid program. Provider shall give the Department written updates to information previously submitted, and advance notice of changes when required by the Department in this Statement of Participation and the Department’s requirements.

2. **Disclosure.**

   A. **Business Transactions.** Within thirty-five (35) days of a request, Provider shall submit to the U.S. Department of Health and Human Services or the Department full and complete information about (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than $25,000 during the twelve (12) month period ending on the date of the request; and (b) any significant business transactions between Provider and any wholly owned supplier or subcontractor during the five (5) year period ending on the date of the request. Failure to disclose information as requested will result in denial of reimbursement from the date after which the information is due until the day before it is supplied.

   B. **General Disclosure.** Provider authorizes the Department to request, copy, access, use and share Provider’s records and other information as may be necessary for the Department to determine the appropriateness of Provider’s participation in or termination from the Medicaid program, subject to any applicable state or federal laws which may deem such records or parts of such records privileged or confidential. Provider’s records and information may be requested from or exchanged with any source, including but not limited to the Composite State Board of Medical Examiners, any federal or state governmental agency, accreditation agency, licensing agency, regulatory body, certifying agency, or any other person or entity, subject to any applicable state or federal law limiting the distribution of such information. Provider’s authorization to request, copy, access, use and share records and other information includes but is not limited to disclosure of ownership or control interests, and of any criminal offenses related to any federal or state health care program. This disclosure provision shall exclude sanctions against Provider that are protected by private order of the issuing board or agency.

3. **License/Certification.** Provider shall possess and maintain in good standing and without restriction valid professional, occupational, facility or other license and/or certification that is necessary for rendering Covered Services in the selected category(ies) of service, and as required by the Department. Provider shall provide the Department with written copies of licenses and/or certifications upon request. Except where disclosure is protected by private order of the issuing board or agency, Provider shall inform the Department promptly in writing of any restriction or adverse action against Provider’s license and/or certification.

4. **Hold Harmless.** Provider releases from liability and holds harmless the Department, its agents, and any and all individuals and entities who, in good faith, furnish or release information for any acts performed and statements made or released in connection with the evaluation of Provider under the Medicaid program including the services rendered by Provider, and other matters pertinent to Provider’s status and duties in connection with this Statement of Participation. This provision shall survive termination or expiration of this Statement of Participation for any reason.

   A. **Claims Submission; Certification of Claims.** Provider shall submit claims for Covered Services rendered to eligible Medicaid recipients in the form and format designated by the Department. For each claim submitted by or on behalf of Provider, Provider shall certify each claim for truth, accuracy and completeness, and shall be responsible for research and correction of all billing discrepancies without cost to the Department. This provision shall survive termination or expiration of this Statement of Participation for any reason.

   B. **Recipient Records.** Provider shall maintain in an orderly manner and ensure the confidentiality of all original source documents, medical records, identifying recipient
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   B. **General Disclosure.** Provider authorizes the Department to request, copy, access, use and share Provider’s records and other information as may be necessary for the Department to determine the appropriateness of Provider’s participation in or termination from the Medicaid program, subject to any applicable state or federal laws which may deem such records or parts of such records privileged or confidential. Provider’s records and information may be requested from or exchanged with any source, including but not limited to the Composite State Board of Medical Examiners, any federal or state governmental agency, accreditation agency, licensing agency, regulatory body, certifying agency, or any other person or entity, subject to any applicable state or federal law limiting the distribution of such information. Provider’s authorization to request, copy, access, use and share records and other information includes but is not limited to disclosure of ownership or control interests, and of any criminal offenses related to any federal or state health care program. This disclosure provision shall exclude sanctions against Provider that are protected by private order of the issuing board or agency.

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4. **Hold Harmless.** Provider releases from liability and holds harmless the Department, its agents, and any and all individuals and entities who, in good faith, furnish or release information for any acts performed and statements made or released in connection with the evaluation of Provider under the Medicaid program including the services rendered by Provider, and other matters pertinent to Provider’s status and duties in connection with this Statement of Participation. This provision shall survive termination or expiration of this Statement of Participation for any reason.
   
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   B. **Recipient Records.** Provider shall maintain in an orderly manner and ensure the confidentiality of all original source documents, medical records, identifying recipient
data, and any copies thereof, as may be necessary to fully substantiate the nature and extent of all services provided. Records shall be retained for a minimum of five (5) years from the date of service, or longer as required by state or federal law. Upon request by the Department, its agent, and any authorized agency including but not limited to the U.S. Department of Health and Human Services, the Comptroller General, the State Auditor, State Attorney General's Office or office of any Georgia District Attorney and their authorized representatives, Provider shall disclose and provide legible copies to the requestor, or permit the requestor to copy, without cost, all Medicaid-related documents, records or data. This provision shall apply to all records regardless of the enrollment status of Provider, subject to any applicable state or federal laws that may deem such records or parts of such records privileged or confidential. Provider's failure to abide by this provision may constitute grounds for disallowance of all applicable charges, recoupment of corresponding payments, and/or termination of Provider's participation. This provision shall survive termination or expiration of this Statement of Participation for any reason.

C. Covered Services. Provider shall render Covered Services, as defined in the Department's Policies and Procedures manuals, to eligible Medicaid recipients that are medically necessary as defined by the Department, within the parameters permitted by Provider's license or certification, and within the category(ies) of service indicated in the Provider Enrollment documents. By submitting claims for reimbursement, Provider certifies that Covered Services were rendered in the amount, duration, scope and frequency indicated on the claims. Provider shall not discriminate against any recipient on the basis of race, color, national origin, religion, sex, marital status, age, disability, health status, or source of payment.

D. Reimbursement for Covered Services. Reimbursement for Covered Services performed shall be made in a form and format designated by the Department. Payment shall be made in conformity with the provisions of the Medicaid program, applicable federal and state laws, rules and regulations promulgated by the U.S. Department of Health and Human Services and the State of Georgia, and the Department's Policies and Procedures manuals in effect on the date the service was rendered. Such reimbursement shall constitute payment in full for Covered Services rendered, and Provider shall not bill, accept or seek payment from eligible Medicaid recipients, except for applicable co-payments, co-insurance or deductibles required by the Department. Without cost to the Department or its agents, Provider agrees to cooperate with refund and recoupment efforts to the Department, and shall assist in recovering any amounts for which a third party may be liable. Provider agrees that the Department shall not reimburse any claim, or portion thereof, for services rendered prior to the effective date of enrollment indicated by the Department or for which federal financial participation is not available.

Provider acknowledges that payment of claims submitted by or on behalf of Provider will be from federal and state funds, and the Department may withhold, recoup or recover payments as a result of Provider’s failure to abide by the Department’s requirements. This provision shall survive termination or expiration of this Statement of Participation for any reason.

E. Prohibition on Reassignment. Provider acknowledges and agrees that the payee or billing service designated by Provider to receive payments or to process claims is not an individual or organization, such as a collection agency or service bureau, that advances money based on future Medicaid payments (accounts receivable) due to Provider after agreeing to sell, transfer or assign such rights to payment to the individual or organization for an added fee or a percentage of the accounts receivable. Furthermore, payment to the payee or billing service for services rendered shall be related to the cost of processing, and shall not be based on the payments due to Provider or based upon the percentage of claims processed.

F. Indemnification. Provider shall indemnify and hold harmless the Department and its agents from all causes of action, claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the misconduct, negligence or omissions of Provider in the course of participating in the Medicaid program, including but not limited

DMA-002
Rev. 04/03
3. TERM; TERMINATION

A. **Term.** Unless otherwise renewed and subject to the Department’s requirements for continued participation, this Statement of Participation shall expire automatically at 11:59 p.m. on June 30 of each year. The Department, in its sole discretion, has the option to renew this Agreement for an additional fiscal year, and if exercised, the Department shall issue written notice to Provider prior to the end of the then-current fiscal year. The Department has the right to terminate this Agreement at any time with or without cause under applicable laws, rules or regulations.

B. **Termination by Provider.** Unless otherwise authorized by the Department or by law, Provider shall give ten (10) days prior written notice to the Department of voluntary termination.

C. **Termination under Other Programs.** The Department may terminate and take other action against Provider under the Medicaid program when adverse action is taken against Provider under any other plan or program, including but not limited to exclusions from or licensure restrictions or conditions by other federal or state authorities, plans or programs. The Department shall issue written notice of termination to Provider to be effective on the date indicated therein. The Department also may notify other state and federal authorities, plans or programs of Provider’s enrollment status in the Medicaid program, including other plans or programs within the Department. Termination under the Medicaid program may result in Provider’s termination under other federal and state plans or programs.

D. **Termination for Unavailability of Funds.** Notwithstanding any other provision hereof, in the event that funds are no longer appropriated for the Department, Division of Medical Assistance by the General Assembly of the State of Georgia or from the Congress of the United States of America, or in the event that the sum of all obligations of the Department incurred pursuant to the Medicaid program equals or exceeds the balance of such sources available to the Department for “Medical Assistance Benefits” for the fiscal year in which this Statement of Participation is effective less one hundred dollars ($100.00), then this Statement of Participation shall terminate immediately without further obligation to or by the Department. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive. The Department will attempt to provide Provider with ten (10) days notice of the possible occurrence of events described in this provision.

4. GENERAL PROVISIONS

A. **Notice.** All mailed notices shall be issued to the Provider’s address on record with the Department as of the date of such notice.

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

C. **Conflict of Interest.** The parties certify that the provisions of O.C.G.A. § 45-10-20 et seq., as amended, and 41 U.S.C. § 423 regarding conflicts of interest have not and will not be violated in any respect.

D. **Headings.** The headings of sections and provisions contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Statement of Participation.

E. **Governing Law.** This Statement of Participation shall be governed by and construed in accordance with the laws of the State of Georgia.
F. **Assignment.** Provider may not assign any right or obligation under this Agreement without the prior written consent of the Department.

G. **Amendments.** Except as otherwise specifically provided herein, amendments or modifications to this Statement of Participation shall be in writing and signed by each party.

H. **Provider-Patient Relationship.** Nothing in this Statement of Participation shall be construed to interfere with or in any way alter any Provider-patient relationship or interface with the obligations of Provider to exercise independent medical judgment in rendering health care services to patients or in governing the level of care of a patient.

I. **Independent Relationship.** This Statement of Participation establishes the means and terms of reimbursement between the Department and Provider, but does not prescribe the conduct of any medical or other professional practice. No provision in this Statement of Participation is intended to create or shall be deemed or construed to create any relationship between the Department and Provider other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Statement of Participation. Neither the Department nor Provider is or shall be considered an employer, employee, agent, partner or joint venture of the other.

J. **Binding Authority.** Each party acknowledges that it has the full power and authority to enter into and perform this Statement of Participation and the person signing on behalf of each party has been properly authorized and empowered to enter into this Statement of Participation.

K. **Entire Agreement.** This Statement of Participation, together with the Department’s Policies and Procedures manuals, all enrollment documents, and any amendments thereto, shall constitute the entire agreement between the parties with respect to the subject matter contained herein, and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

IN WITNESS WHEREOF, Provider executes this Statement of Participation in person, or as an authorized party on behalf of an entity, to become effective on the date indicated by the Department.

Accepted and authorized on this 19th day of January, in the year 2004

**Monroe HMA Inc d/b/a Walton Regional Medical Center** ("Provider")

(Printed Name of Enrolling Provider)

Provider’s Signature: __________________________

Alan George, Executive Director

(Printed name and title of Authorized Agent for non-individual practitioners only)

Authorized Agent’s Signature: __________________________

DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF MEDICAL ASSISTANCE (the "Department")

Accepted and authorized on this ______ day of __________________, in the year ________

BY: __________________________

DIRECTOR, DIVISION OF MEDICAL ASSISTANCE
CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
HILTON HEAD HEALTH SYSTEM, LP
DBA HILTON HEAD HOSPITAL
FOR THE PURCHASE AND PROVISION OF
HOSPITAL CARE
DATED AS OF
JULY 1, 2010

EXHIBIT 3
INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE I</td>
<td>CONTRACT PERIOD</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td>DEFINITIONS AND ACRONYMS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td>SCOPE OF SERVICES AND PROVIDER'S RESPONSIBILITY</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>A. Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Inpatient</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Outpatient</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Psychiatric</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Administrative Days</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Patient Care</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Cost Reports</td>
<td></td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td>UTILIZATION REVIEW</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td>CONDITIONS FOR REIMBURSEMENT BY SCDHHS</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>A. Payment in Full</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Third Party Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. Charge Limits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. Public Funds as the State Share of Federal Financial Participation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F. Donations</td>
<td></td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>RECORDS AND AUDITS</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>A. Accuracy of Data and Reports</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Maintenance of Records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Inspection of Records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Exchange of Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Audits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Audit Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Notice of Exceptions and Disallowances</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Disallowances-Appeals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Disallowed Sums, Set-off</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Interest Provision</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Ownership Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. Information Related to Business Transactions</td>
<td></td>
</tr>
<tr>
<td>ARTICLE VII</td>
<td>TERMINATION OF CONTRACT</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>A. Termination for Lack of Funds</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Termination for Noncompliance with the Drug Free Workplace Acts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Termination for Breach of Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. Insolvency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F. Contravention for Collection of Payments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>G. Termination for Loss of Licensure or Certification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H. Termination for Unauthorized Use of Staff Leasing Services Companies</td>
<td></td>
</tr>
</tbody>
</table>
I. Termination by Either Party
J. Notice of Termination

ARTICLE VIII
RATE RECONSIDERATION AND APPEALS
A. Rate Reconsideration
B. Appeals

ARTICLE IX
COVENANTS AND CONDITIONS
A. Applicable Laws and Regulations
   1. Clean Air Act
   2. Title VI of Civil Rights Act
   3. Title VII of Civil Rights Act
   4. Section 504 of Rehabilitation Act
   5. Age Discrimination Act
   6. Omnibus Budget Reconciliation Act
   7. Americans with Disabilities Act
   8. Drug Free Workplace Acts
B. Employees of Provider
C. Information of Persons Convicted of Crimes
D. Insurance
E. Proof of Insurance
F. Safeguarding Information
G. Political Activity
H. Restrictions on Lobbying
I. Debarment/Suspension/Exclusion
J. Reporting of Fraudulent Activity
K. Integration
L. Governing Law
M. Severability
N. Compliance and Conformity with Law
O. Non-Waiver of Breach
P. Non-Waiver of Rights
Q. Non-Assignability
R. Legal Services
S. Venue of Actions
T. Attorney's Fees
U. Amendment
V. Amendment Due To The Unavailability of Funds
W. Subcontracts
X. Staff Leasing Services Companies
Y. Copyrights
Z. Safety Precautions
AA. Procurement Code
BB. Conflict of Laws
CC. Titles
DD. Equipment
EE. National Provider Identifier
FF. Employee Education about False Claims Recovery
GG. Indemnification-Third Party Claims
HH. Incorporation of Schedules/Appendices
CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
HILTON HEAD HEALTH SYSTEM, LP
DBA HILTON HEAD HOSPITAL

FOR THE PURCHASE AND PROVISION OF HOSPITAL CARE

This Contract is entered into as of the first day of July 2010, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and Hilton Head Health System, LP, d.b.a. Hilton Head Hospital, 25 Hospital Center Boulevard, Hilton Head Island, South Carolina, 29926, hereinafter referred to as the "Provider".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program;

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS for the provision of hospital care for eligible persons in accordance with the South Carolina State Plan for Medical Assistance;

WHEREAS, the Provider represents and warrants that it meets applicable standards as a provider of hospital care services as specified by Title XIX of the Social Security Act, federal regulation promulgated pursuant thereto, the laws of the State of South Carolina, any regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance; and

WHEREAS, the Provider desires to participate in the provision of hospital care.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I
CONTRACT PERIOD

This Contract shall take effect on July 1, 2010 and shall, unless sooner terminated in accordance with Article VII, continue in full force and effect through June 30, 2015.
ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this contract, the following terms shall have the following defined meanings:

**CMS:** Centers for Medicare and Medicaid Services

**FFP (Federal Financial Participation):** Any funds, either title or grant, from the Federal Government.

**GAO:** Government Accountability Office

**HIPAA:** Health Insurance Portability and Accountability Act of 1996

**NPI:** National Provider Identifier

**Ownership Interest:** The possession of equity in the capital, the stock or the profits of the Provider. See 42 CFR §455.101 (2008, as amended).

**Policies:** The general principles by which SCDHHS is guided in its management of the State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

**Program:** The method of provision of Title XIX services to South Carolina recipients as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

**Recipient:** A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

**Social Security Act:** Title 42, United States Code, Chapter 7, as amended.

**Social Services:** Medical assistance, rehabilitation, and other services defined by Title XIX, USDHHS regulations, and SCDHHS regulations.

**SCDHHS:** South Carolina Department of Health and Human Services


**South Carolina State Plan for Medical Assistance:** A comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid program in accordance with Federal requirements.

**Title XIX:** Title 42, United States Code, Chapter 7, subchapter XIX, as amended. (42 U.S.C. §1396 et seq.)

**USDHHS:** United States Department of Health and Human Services
ARTICLE III

SCOPE OF SERVICES AND PROVIDER'S RESPONSIBILITY

The Provider agrees to provide hospital care and accept reimbursement in accordance with the terms of this Contract. This Contract expressly incorporates by reference all requirements of: (1) Title XIX of the Social Security Act, 42 USCA 1396, et seq., and federal regulations adopted pursuant thereto; (2) SCDHHS regulations; (3) the South Carolina Medical Assistance State Plan (State Plan); (4) Title XVIII of the Social Security Act, 42 USCA 1395, et seq., and federal regulations adopted pursuant thereto and except those provisions which concern the relationship between the Provider and Medicare intermediary or are modified by the State Plan or the terms of this Contract; (5) all applicable provisions of OBRA 90 regarding advance directives and (6) the policies and procedures set forth in the SCDHHS Hospital Medicaid Manual, as amended. The Provider must be licensed by the appropriate state licensing authority, certified and enrolled where appropriate, for participation in the Title XVIII & XIX Programs. Should any of the above referenced statutes, regulations, policies, or manuals be amended during the life of this Contract, said amended provisions, including reimbursement methodology, except where otherwise provided, shall become immediately applicable and binding upon the Provider. SCDHHS will provide notification of changes in reimbursement methodology by Public Notice.

A. Services

1. Inpatient

The Provider must have a written utilization review plan in accordance with 42 CFR 456 Subpart C (2004, as amended) and, if requested, must submit such plan to SCDHHS within thirty (30) days of such request. The Provider shall furnish all items and services covered by the Medicaid program and ordinarily required for the care and treatment of inpatients. Inpatient services must be medically justified, documented by the physician's records and must comply with the requirements of SCDHHS or its designee.

Unless a facility is licensed for private rooms only, the Provider shall furnish inpatient services in semi-private or ward accommodations except when medical necessity requires private room accommodations. Patients requesting private room accommodations, when not medically justified, may be billed the difference between the private and semi-private room rate.

2. Outpatient

The Provider shall furnish diagnostic, surgical, therapeutic, rehabilitative or palliative items or services required for the treatment of outpatients. Outpatient service shall include both scheduled and emergency service in an area meeting licensing and certification criteria.

All outpatient services are limited by SCDHHS policy as stated in the Medicaid Hospital Manual, as amended.
3. **Psychiatric**

Psychiatric services must be rendered in accordance with the federal regulations as set forth in 42 CFR 435.1008 & 1009 (2004, as amended).

4. **Administrative Days**

SCDHHS shall sponsor Administrative Days in a general acute care hospital for Medicaid eligible patients who no longer require acute hospital care, but are in need of nursing home placement, which is not available at the time. The patient must meet either intermediate or skilled level of care criteria. Administrative Days must follow an acute hospital stay and shall be covered in a general acute care hospital as long as such care is not available in a nursing home.

**B. Patient Care**

The Provider shall provide services needed to any person who is accepted as a Medicaid patient. Patient care shall be provided under the direction of a licensed practitioner in accordance with hospital by-laws.

**C. Cost Reports**

The Provider shall file their Medicaid financial and statistical data on the Medicare Cost Report Form (CMS 2552) and supplemental Medicaid worksheets, as instructed by the Division of Acute Care Reimbursement. These documents, as well as other SCDHHS requested supporting documentation, shall be filed with SCDHHS on or before the day the Provider's Medicare cost report is due to their Medicare intermediary.

**ARTICLE IV**

**UTILIZATION REVIEW**

SCDHHS or its designee shall perform utilization review of all or a portion of services furnished under the terms of this Contract. Any services determined to be inappropriate by SCDHHS or its designee are subject to denial or if paid, recoupment. Determinations may be made prior to service delivery, concurrently, or retrospectively. The Provider shall furnish to SCDHHS or its designee any records necessary to conduct these reviews. SCDHHS or its designee shall be the sole determiner of the appropriateness of services. The Provider has the right to appeal the utilization review decision in accordance with S.C. Code Ann. §1-23-310 et seq. (1976, as amended).

**ARTICLE V**

**CONDITIONS FOR REIMBURSEMENT BY SCDHHS**

SCDHHS shall reimburse the Provider for services provided pursuant to this Contract. The Provider shall be reimbursed a rate determined in accordance with the provisions of the hospital reimbursement methodology set forth in the State Plan, as amended. The Provider understands that the rates are subject to change and the Provider shall be notified of all rate changes by SCDHHS Division of Acute Care Reimbursement.
All services rendered during an inpatient stay are included in the Diagnostic Related Group (DRG) payment. This includes outpatient services rendered by the Provider on the date of admission or services rendered by the same or another Provider during an admission.

The outpatient reimbursement shall be in accordance with the outpatient fee schedule methodology as set forth in the State Plan, as amended, and as published by SCDHHS in the Medicaid Hospital Manual and Bulletins. The actual rates and procedures of the outpatient fee schedule shall be set forth in the Appendices of the Medicaid Hospital Manual. The Provider understands that these rates and procedures are subject to change at the discretion of SCDHHS. SCDHHS may add new procedures with corresponding rates at its discretion. Such new procedures and rates shall be included in the outpatient fee schedule when updates are made.

Administrative Day reimbursement as described in the State Plan, shall be available for Medicaid eligible skilled or intermediate patients who no longer require acute care and are waiting for nursing home placement.

All claims for payment must be submitted on the CMS UB-04 Form and made in accordance with SCDHHS policy and procedure. No claims for reimbursement will be paid if received by SCDHHS later than one year from discharge, or the date of service. Claims rejected by SCDHHS will not be reimbursed unless they are corrected by the Provider and received by SCDHHS no later than one year from date of discharge or date of service. Claims not submitted or corrected within these timeframes may qualify for payment in the presence of extenuating circumstances provided the claim is submitted with documentation explaining the delay within three (3) months after the one year time limit and must be received within three (3) years from the date of service or date of discharge. Retroactive eligibility claims must be submitted within six (6) months from the date eligibility is certified.

In all cases, the date of receipt is the date SCDHHS receives the claim, as indicated by its date stamp on hard copy claims or the claim control number for claims received through electronic media.

A. Payment in Full

Payment by SCDHHS to the Provider for services rendered to a recipient under this Contract, plus any co-payment required by SCDHHS to be paid by the recipient, shall constitute payment in full for the services. The Provider shall not bill, request, demand, solicit or in any manner receive or accept payment OR CONTRIBUTIONS from the recipient or any other person, family member, relative, organization or entity for care or services to a recipient except as may otherwise be allowed under federal regulations or in accordance with SCDHHS policy. (See Section B, Third Party Liability, below.) Any collection of payments or deposits in violation of this Section shall be grounds for termination of this Contract. SCDHHS may deny reimbursement for any services provided to recipients after any collection or attempted collection in violation of this section. The Provider shall refund to the recipient any payment received by them in violation of this section. SCDHHS shall have the right to recoup any payment made by a recipient that has not been refunded to the recipient by Provider within sixty (60) days of receiving notice of violation of this section. The recipient may not be billed for services covered and billed to Medicaid whether or not payment has been made. Non-covered services may be billed to the patient. When a recipient becomes Medicaid eligible during a hospital stay, the Provider may bill the recipient for the non-eligible part of the admission.
B. Third Party Liability

The Provider must make all reasonable efforts to pursue payment under any health insurance policy which covers a Medicaid recipient. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid the Provider prior to receipt of the insurance payment, the Provider shall refund SCDHHS payment up to the amount of payment made by SCDHHS. The Provider shall contact the Director of Third Party Liability, SCDHHS, regarding any contacts or requests for recipient specific claims information or medical records that the Provider receives from any attorney or insurer. The Provider shall advise SCDHHS of any third party payer information or resources within ten (10) calendar days of acquiring such information. The Provider shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. The Provider's failure to collect available third party payments may result in SCDHHS' recoupment of such available payments from funds due to the Provider.

C. Records

The Provider shall furnish any medical, financial or other records requested. The Provider will be reimbursed $.07 per copy plus postage for records requested by the utilization review contractor. Records requested by SCDHHS must be provided free of charge.

D. Charge Limits

Providers may not charge Medicaid any more for services to a recipient than they would customarily charge to the general public. Any amounts received by the Provider from SCDHHS for services under this Contract that are in excess of those rates charged the general public for similar services for the Contract period shall be subject to recoupment by SCDHHS through withholding or other appropriate means of recoupment.

BB. Public Funds as the State Share of Federal Financial Participation

To be considered as the State's share in claiming FFP, public funds must meet the conditions specified in accordance with Federal Regulation 42 CFR §433.51.

CC. Donations

The Provider agrees to comply with 42 CFR Part 433 Subpart B, regarding any and all donations made by the Provider pursuant to this Contract.
ARTICLE VI
RECORDS AND AUDITS

A. Accuracy of Data and Reports

The Provider shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete, and the Provider shall not submit for payment any claims, statements, or reports which he knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The Provider must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. The Provider further agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of recipients relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of six (6) years after the last payment made under this Contract, (including any amendments and/or extensions to the Contract.) If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the six (6) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the six (6) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor’s Office, the State Attorney General’s Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to the Contract) and for a period of six (6) years after last payment made under this Contract, unless otherwise required by state or federal law or regulations. The Provider shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General’s Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor’s Office, the State Attorney General’s Office, GAO, USDHHS, and/or the designee(s) shall have the right to examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with Provider and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the six (6) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the six (6) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.
3. **Exchange of Information**

The Provider authorizes and consents to the free exchange of all information, which is common to Title XIX and Title XVIII both to and from the Title XVIII Fiscal Intermediary. Such information includes, but is not limited to, cost reports, audit reports and salary scales. The Provider agrees that no further separate authorizations shall be required and the Provider's Title XVIII Fiscal Intermediary is authorized pursuant to this provision of this Contract to release and provide, upon request of SCDHHS, copies of such records, information, data, reports and all other documents as shall be required. The Provider agrees to furnish SCDHHS, upon request all records, surveys, audits, reports, and other information provided to the Provider by the Title XVIII Fiscal Intermediary.

**B. Audits**

If an audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be followed:

1. **Audit Requirements**

   Payment for services rendered shall be subject to medical review by the utilization review contractor designated by SCDHHS or the Division of Medicaid Program Assessment.

   The SCDHHS audit contractor shall be responsible for audits of hospital cost as filed on the CMS 2552. This audited information may be used for future rate setting calculations and other analyses and will be used in determining final cost settlements for qualifying hospitals. Interim and retrospective cost settlements shall be determined by SCDHHS or its designee in accordance with procedures outlined in State Plan Attachment 4.19-A and 4.19-B, as amended.

   Information used to determine disproportionate share qualification and payment shall be compiled by the Division of Acute Care Reimbursement from available data sources. SCDHHS reserves the right to review or audit all data to ensure accuracy. SCDHHS's audit contractor shall perform audits of hospital Disproportionate Share (DSH) qualification and payment data and DSH payments will be made in accordance with State Plan Attachment 4.19-A, as amended.

2. **Notice of Exceptions and Disallowances**

   Upon completion of an audit, SCDHHS or its designee shall furnish the Provider with written notice indicating the settlement amount calculated in accordance with the applicable State Plan Attachment 4.19-A and 4.19-B, as amended. Amounts due SCDHHS shall be recouped within thirty (30) days after receipt of SCDHHS notification. Settlements for hospitals that have closed or changed ownership will be handled according to their unique situation. Audit settlement shall be accepted as final unless appealed in accordance with SCDHHS appeals procedures within thirty (30) calendar days after mailing of the notice of disallowance. Payment shall be made upon receipt of a notice of disallowance regardless of the filing of an appeal.
3. Disallowances - Appeals

In the event the Provider disagrees with a SCDHHS final agency decision based on audit finding, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the Provider for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the Provider in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

Interest will not be paid on any underpayment resulting from an appeal or settlement.

4. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, the Provider and SCDHHS agree that, all debts are due in full upon issuance of a notification of demand. SCDHHS is authorized to recoup all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the Provider under this or any previous, current, and/or future contract. In the event there is no previous contractual relationship between the Provider and SCDHHS, the disallowance shall be due and payable immediately upon notice to the Provider of the disallowance.

5. Interest Provision

The Provider and SCDHHS further agree that, in addition to any outstanding balance due SCDHHS in accordance with this Section, the Provider shall pay interest on the amount due with said interest accruing from the thirtieth (30th) calendar day following the date of receipt by the Provider of the final audit report. The interest to be paid by the Provider to SCDHHS shall be at the current prime rate plus two (2%) percentage points as established on the thirtieth (30th) calendar day following the issuance of the final report. SCDHHS reserves the right to collect interest and applicable service charges on any outstanding delinquent balance due SCDHHS.
C. Ownership Information

In accordance with 42 CFR §455.104, (2008, as amended), the Provider agrees to provide full and complete ownership and disclosure information with this Contract and to report any ownership changes within thirty-five (35) calendar days to SCDHHS, Division of Contracts. Failure by the Provider to disclose this information may result in termination of this Contract.

D. Information Related to Business Transactions

The Provider agrees to furnish to SCDHHS or to US DHHS information related to significant business transactions as set forth in 42 CFR §455.105 (2008, as amended). Failure to comply with this requirement may result in termination of this Contract.

ARTICLE VII
TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (Supp. 2000, as amended), and 45 CFR Part 82 (2008, as amended), this Contract is subject to immediate termination, suspension of payment, or both if the Provider fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the Contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the Contract period if the Provider, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous contract between the parties or if the Provider has failed to comply with the maintenance and inspection of records requirements of any previous contract between the parties.
E. **Insolvency**

This Contract is voidable and subject to immediate termination by SCDHHS upon the Provider's insolvency, including the filing of proceedings in bankruptcy.

F. **Contravention for Collection of Payments or Non-Disclosure**

This Contract may be canceled or terminated by SCDHHS at any time should the Provider fail to meet the specific conditions for collection of payments in accordance with Article V, Section A, of this Contract or the conditions for disclosure in accordance with Article VI, Sections C and D of this Contract.

G. **Termination for Loss of Licensure or Certification**

In the event that the Provider loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should the Provider lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

H. **Termination for Unauthorized Use of Staff Leasing Services Companies**

This Contract may be canceled or terminated by SCDHHS at any time within the Contract period should the Provider engage the use of a Staff Leasing Services Company to perform any services required under this Contract without the express written consent of SCDHHS, in accordance with Article IX, Section X.

I. **Termination by Either Party**

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination. Such termination shall be sent by certified mail, return receipt requested, and be effective thirty (30) days after the date of receipt.

J. **Notice of Termination**

In the event of any termination of the Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If terminated pursuant to Sections C, D and/or I of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If terminated pursuant to Sections A, B, E, F, and/or H of this Article, termination shall be effective upon receipt of such notice. This Section does not apply to Section G of this Article.
ARTICLE VIII
RATE RECONSIDERATION AND APPEALS

A. Rate Reconsideration

In accordance with 42 CFR 447.253(e) (2004, as amended) South Carolina's payment system for inpatient services includes an appeals process that provides individual providers an opportunity to seek administrative review of their payment. This process, referred to as rate reconsideration, allows individual providers an opportunity to submit additional evidence and request prompt administrative review of payment rates. The conditions which providers must satisfy, in order to request a rate reconsideration, are set forth in State Plan Attachment 4.19-A, as amended. After exhaustion of this administrative rate reconsideration process, providers have the right to appeal SCDHHS's decision through the formal appeal process established in accordance with South Carolina's Administrative Procedures Act. In no case will the rate reconsideration payment exceed upper limits for reimbursement established under 42 CFR 447.253(b)(2), 447.271 and 447.272 (2004, as amended).

B. Appeals

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal. The request for an administrative appeal must be made within thirty (30) calendar days of the date of receipt of the notice which states SCDHHS' decision or thirty (30) calendar days from receipt of the Remittance Advice which shows the determination. Administrative appeals shall be in accordance with SCDHHS' regulations 27 S.C. Code Ann. Regs. §126-150, et seq., (1976, as amended), and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq., (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380, (1976, as amended).

ARTICLE IX
COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Provider agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, 45 CFR Part 80, which provide that the Provider must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.


4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. §794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84.

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.,) which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

6. The Omnibus Budget Reconciliation Act of 1981, as amended, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.


B. Employees of Provider

No services required to be provided under this Contract shall be provided by anyone other than the Provider or the Provider's subcontractor without the approval of SCDHHS.

C. Information on Persons Convicted of Crimes

The Provider agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Services Program (Title XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106. Failure to comply with this requirement may lead to termination of this Contract.
D. **Insurance**

The Provider shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Provider or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. The Provider shall be the named insured on the insurance policies required by this section.

It shall be the responsibility of the Provider to require any subcontractor to secure the same insurance as prescribed herein for the Provider. In addition, the Provider shall indemnify and save harmless SCDHHS from any liability arising out of the Provider's untimely failure in securing adequate insurance coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the contract and any renewal thereof.

E. **Proof of Insurance**

Any time, at the request of SCDHHS or its designee, the Provider shall provide proof of insurance as required in the insurance section of this Article.

F. **Safeguarding Information**

The Provider shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, SCDHHS' regulations at 27 S.C. Code of Regs. §126 - 170, et seq., (1976, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. **Political Activity**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. **Restrictions on Lobbying**

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.
I. Debarment/Suspension/Exclusion

The Provider agrees to comply with all applicable provisions of 2 CFR Part 376, pertaining to debarment and/or suspension. As a condition of enrollment, the Provider should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program, and/or all federal health care programs. To make this determination, the Provider may search the LEIE website located at http://www.oig.hhs.gov/ fraud/exclusions.asp. The Provider should conduct a search of the website monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to SCDHHS. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider. This prohibition applies even when the Medicaid payment itself is made to another provider who is not excluded; for example, a pharmacy that fills a prescription written by an excluded doctor for a Medicaid beneficiary cannot claim reimbursement from Medicaid for that prescription. Civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid beneficiaries. See Section 1128A(a)(6) of the Social Security Act and 42 CFR 1003.102(a)(2).

J. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the Provider becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a recipient of or applicant for services, an employee of the Provider or SCDHHS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the Provider directly to SCDHHS.

K. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section U of this Article.

L. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina and federal laws as they pertain to the performance of services provided under this Contract.

M. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.
N. Compliance and Conformity with Law

The Provider agrees to comply with all applicable federal and state laws and regulations in effect and as may be promulgated during the term of this Contract in the provision of services and performance of its obligations under this Contract. The provisions of this Contract and performance hereunder are subject to all applicable laws, regulations, ordinances, and codes of the federal, state and local governments. All terms of this Contract shall be construed in a manner consistent with the aforesaid laws, regulations, ordinances, and codes; and should it appear that any of the terms hereof are in conflict with any of the aforesaid laws, regulations, ordinances, and codes, then the terms hereof which conflict therewith shall be deemed inoperative and null and void to the extent of the conflict and shall be deemed modified to conform therewith.

O. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the Provider of any provision of this Contract or the continued payment of the Provider by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

P. Non-Waiver of Rights

SCDHHS and the Provider hereby agree that the execution and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

Q. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the Provider shall be valid without the prior written consent of SCDHHS.

R. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Contract. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (2000, as amended), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the Provider. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the Provider is a party.
S. **Venue of Actions**

Any and all suits or actions for the enforcement of the obligations of this Contract and for any and every breach thereof, or for the review of a SCDHHS final agency decision with respect to this Contract or audit disallowances, and any judicial review sought thereon and brought pursuant to the S.C. Code Ann. §1-23-380 (2000, as amended) shall be instituted and maintained in any court of competent jurisdiction in the County of Richland, State of South Carolina.

T. **Attorney's Fees**

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Contract, the Provider shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgement and costs.

U. **Amendment**

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

V. **Amendment Due To The Unavailability of Funds**

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the Provider, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the Provider of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

W. **Subcontracts**

Subcontracts utilizing funds paid for services rendered under this Contract shall be in writing and shall be subject to the terms of this Contract and to the requirements of all applicable state and federal laws, rules and regulations. The Provider shall be solely responsible for the performance of any subcontractor.

X. **Staff Leasing Services Companies**

The Provider shall not engage the services of any Staff Leasing Services Company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq., to perform any services required under the terms and conditions of this Contract without the express written consent of SCDHHS. Unauthorized use of a Staff Leasing Services Company by the Provider to fulfill the terms and conditions of this Contract may result in termination of the Contract.

Y. **Copyrights**

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.
Z. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The Provider shall take necessary steps to insure or protect its recipients, itself, and its personnel. The Provider agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

AA. Procurement Code

When applicable, the Provider must comply with the terms and conditions of the South Carolina Consolidated Procurement Code in the acquisition of equipment and supplies and in all subcontracts.

BB. Conflict of Laws

In the event of a conflict in the requirements of Title XVIII and Title XIX, the provisions of Title XIX shall apply.

CC. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

DD. Equipment (if applicable)

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of Five Thousand Dollars ($5,000) or more. Title to all equipment purchased with funds provided under this contract shall rest with the provider as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

EE. National Provider Identifier

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) require that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 subparts A & D), and if the Provider is a covered health care provider as defined in 45 CFR §162.402, the Provider agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. The Provider also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.
FF. **Employee Education about False Claims Recovery**

If the Provider receives annual Medicaid payments of at least Five Million Dollars ($5,000,000), the Provider must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, **Employee Education about False Claims Recovery.**

GG. **Indemnification – Third Party Claims**

Notwithstanding any limitation in this Contract, the Provider shall defend and indemnify SCDHHS and all its respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of the Provider, its subcontractors, their employees, workmen, servants or agents. The Provider shall be given written notice of any suit or claim. SCDHHS shall allow the Provider to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the Provider to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the Provider, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The Provider shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Provider defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

HH. **Incorporation of Schedules/Appendices**

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.
IN WITNESS WHEREOF, SCDHHS and the Provider, by their authorized agents, have executed this Contract as of the first day of July 2010.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
"SCDHHS"

BY: Emma Forkner  
Director

HILTON HEAD HEALTH SYSTEM, LP  
DBA HILTON HEAD HOSPITAL  
"PROVIDER"

BY:  
Authorized Signature

WITNESSES:

WITNESSES:

C 5 0393 H
Clinica de la Mama

TO: George Newby
FROM: Tracey Erwin
DATE: 12-22-99

Clinica de la Mama has clinic locations in the following areas:

Clinica de la Mama – Norcross
5139 Jimmy Carter Blvd. #205
Norcross, GA 30093

Clinica de la Mama – Cumming
260 Elm Street
Cumming, GA 30028

Clinica de la Mama – Austell
1680 Mulkey St. Suite E
Austell, GA 30103

Currently, the largest volume of patients is in Norcross. Cumming and Austell are relatively new clinics and are growing. When the Norcross clinic was opened, we had 85 new Obstetric patients in the first month. Volume continues to be between 75 – 100 new “self pay” obstetric patients per month. This figure does not include insurance or medicaid patients. Approximately 10-15% of the patients coming to the clinic have some form of third party insurance or medicaid.

The Cumming clinic opened 9-20-99 and since then has accepted 150 new obstetric patients. Our volume is growing monthly. We expect 60 new obstetric patients per month at that location.

The Austell clinic just opened in December. Since opening we have had 37 new obstetric patients and have done little to no marketing in that area. Beginning January 3, 2000 we are beginning our marketing efforts in Cobb county and the surrounding areas to increase visibility and numbers in that facility.

We forecast the South Atlanta clinic to see numbers similar to the Norcross facility. Within 6 months we project the clinic to be accepting approx 80 new obstetric patients per month.
AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is made and entered into this ______ day of March, 2000, by and between Tenet HealthSystem GB, Inc., a Georgia corporation, dba Atlanta Medical Center ("Hospital") and Hispanic Medical Management, Inc., a Georgia corporation ("Manager").

RECITALS:

A. Manager is a management company experienced in the management and operation of clinics that serve the underserved Hispanic communities;

B. Hospital operates an accredited residency program in obstetrics and gynecology (the "Program") and in connection therewith employs teaching physicians ("Faculty") on a full-time basis to provide clinical services and to supervise residents employed by Hospital and enrolled in the Program ("Residents");

C. Hospital has credentialed certain other physicians in obstetrics and gynecology ("Credentialed Physicians") who have agreed to provide clinical services during such periods of time Faculty and Residents cannot provide the clinical services;

D. Hospital desires to have Faculty, Credentialed Physicians and Residents practice medicine, as part of the Program, at medical offices to be managed by Manager. The medical practice conducted by the Faculty, Credentialed Physicians and Residents at the medical offices on behalf of Hospital is referred to herein as the "Practice." Hospital and Practice desire to retain Manager's services, and Manager desires to provide such services, for management, supervisory and administrative services required to operate the medical offices on the terms and conditions set forth in this Agreement; and

E. Hospital, on behalf of the Practice, and Manager desire to enter into a written agreement to provide a full statement of their respective rights and responsibilities during the term of this Agreement;

NOW, THEREFORE, in consideration of the above premises and the mutual agreements set forth herein, the parties hereto agree as follows:

1. NATURE OF RELATIONSHIP. Hospital hereby engages Manager to provide, on behalf of Practice, the space, equipment, personnel, supplies, management and administrative services necessary to operate the medical office space described in Schedule 1, attached hereto and incorporated by reference herein (the "Medical Offices") for use by Hospital and Practice in accordance with the time schedule set forth in Schedule 5(a), attached hereto and incorporated by reference herein. Manager hereby accepts such engagement in accordance with the terms and conditions contained in this Agreement. Notwithstanding anything in this Agreement to the contrary, Hospital shall remain the holder of all required licenses, accreditations and certificates in connection with the
Medical Offices during the time in which it operates the Practice at the Medical Offices. Manager shall be responsible for ensuring that the Practice meets the standards for OSHA and CLIA, and with the reasonable assistance of Hospital and/or Practice personnel, shall use best efforts to ensure that Practice timely meets the requirements for JCAHO accreditation.

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be fifteen (15) months, commencing on [March 15], 2000 (the "Initial Term"). At the end of the Initial Term, the term of this Agreement may be extended for two (2) additional periods of one (1) year each (a "Term Extension"), at the sole discretion of Hospital, but only upon mutual written agreement of the parties.

3. **DUTIES AND RESPONSIBILITIES OF PRACTICE.**

(a) **Qualifications and Credentials.** At all times hereunder, all of the Faculty shall be duly licensed and authorized to practice in the State of Georgia (the "State").

(b) **Compliance with Laws and Regulations.** Practice shall, and shall cause each of the Faculty and Residents to, comply with all applicable laws and governmental regulations concerning the licensure and practice of medicine or other applicable professional requirements in the State.

(c) **Use of Medical Offices.** Practice shall use the Medical Offices exclusively for the practice of medicine and as a teaching site for the Program.

(d) **Manager's Access to Facilities and Records.** Subject to the provisions of Section 8 of this Agreement, Hospital hereby grants Manager and its employees and agents full access to the Practice's facilities and records used in the operation of Practice's medical practice at the Medical Offices for the purpose of performing Manager's responsibilities under this Agreement.

(e) **Medical Equipment.** Hospital shall provide prior to the commencement of this Agreement and maintain during the term of this Agreement certain medical equipment to be used by the Practice to provide the medical services to the patients of the Practice. The furnished equipment, which shall at all times be and remain the sole property of Hospital, shall be limited to those items described in Schedule 3(f) attached hereto and incorporated herein.

(f) **Physician Services.** Hospital shall provide Obstetrical services through its Faculty, Residents or Credentialed Physicians at the Medical Offices six (6) days per week according to a schedule mutually agreed upon by the parties.

(g) **Signage.** Hospital, after consultation with Manager, shall add signage to the outside of the Medical Offices, which shall indicate that Clinica de la Mama is affiliated with Atlanta Medical Center. The signage shall be in both English and Spanish languages.

(h) **Marketing.** Hospital shall be responsible for marketing and managed care contracting on behalf of the Practice. Hospital shall separately subcontract with Manager
to provide marketing consulting services in connection with the Practice, a copy of which agreement is attached hereto as Exhibit A, and Hospital, at its option, may subcontract with other entities for certain services not provided by Manager under its consulting agreement.

4. **INDEPENDENT CONTRACTORS.** In the performance of this Agreement, it is mutually understood and agreed that Practice and all Faculty and Residents are at all times acting and performing as independent contractors with, and not as employees, joint venturers or lessees of, Manager. Neither Practice nor the Faculty or Residents shall have any claim under this Agreement or otherwise against Manager for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, Social Security benefits, or any other employee benefits, all of which shall be the sole responsibility of Hospital. Manager shall not withhold on behalf of Practice, Faculty or Residents any sums for income tax, unemployment insurance, Social Security or otherwise pursuant to any law or requirement of any government agency, and all such withholding, if any is required, shall be the sole responsibility of Hospital.

5. **MANAGER'S OBLIGATIONS.** For each month during the term of this Agreement, Manager shall provide the following items and services:

   (a) **Medical Offices.** Manager shall provide and manage the Medical Offices of Practice for Practice's use during the times set forth in Schedule 5(a) for so long as this Agreement is in effect, and provide nonexclusive use of the parking areas appurtenant thereto. The Medical Offices provided and managed by Manager may not be changed, replaced and/or added to except upon the mutual written agreement of the parties. Any such substitute or replacement space, if any, shall thereafter be deemed to be the Medical Offices for purposes of this Agreement, and Schedule 1 shall be revised from time to time to reflect such changes, as appropriate.

   (b) **Equipment, Fixtures, Furniture and Improvements.**

      (i) Manager shall maintain the equipment reasonably necessary for operation of the Practice, in good repair, condition and working order, and shall furnish all parts, mechanisms, devices and servicing required therefor, including without limitation all preventive and routine maintenance.

      (ii) Equipment provided by Manager under this Agreement described in Schedule 5(b)(ii), attached hereto and incorporated herein by this reference, shall at all times be and remain the sole property of Manager. Practice shall not cause or permit the equipment to become subject to any lien, levy, attachment, encumbrance or charge, or to any judicial process of any kind whatsoever, and shall not remove any such equipment from the Medical Offices.

   (c) **Management Services and Administration.** Practice hereby appoints Manager as manager and administrator of all non-physician functions and services at the Medical Offices, and Manager agrees to accept full responsibility for such management and administration to the extent that such services are required for and directly related to the provision of professional medical services by the Practice at the Medical Offices, as
hereinafter provided:

(i) **Records Maintenance.** Maintenance, custody and supervision of business records, papers, documents, ledgers, journals and reports relating to the business operations of the Practice. All such records, papers, documents, ledgers, journals and reports shall be and remain the property of the Hospital/Practice.

(ii) **Clinic Registration Forms.** Manager shall prepare, subject to approval of Hospital and Practice, an intake information form to be completed by each patient visiting the Medical Offices and Practice.

(iii) **Accounting.** Administration of accounting procedures, controls, forms and systems.

(iv) **Financial Reporting.** Preparation of financial reports, as appropriate, reflecting the business operations conducted at the Medical Offices.

(v) **Financial Planning.** Financial planning for the business operations conducted at the Medical Offices.

(vi) **Accounts Payable Processing.** Processing and payment of accounts payable.

(vii) **Accounts Receivable Processing.** Processing and collection of accounts receivable excluding the preparation, distribution and recordation of all bills and statements for professional medical and ancillary services rendered by Practice, Faculty and Residents, which shall be governed by Section 5(f) of this Agreement.

(viii) **Employee Records and Payroll Processing.** Provision and processing of all employee record keeping, payroll accounting, including Social Security and other payroll tax reporting and insurance for all Support Personnel (as defined in Section 5(g)(i) of this Agreement).

(ix) **Employee Benefits Administration.** Administration of payroll taxes, workers' compensation insurance, unemployment insurance, qualified retirement plans, group insurance benefits, and any other benefit programs adopted by Manager for the Support Personnel.

(x) **Maintenance.** Provide or arrange for the proper maintenance and cleanliness of the Medical Offices.

(d) **Supplies.** Manager shall furnish such supplies as may be deemed reasonably necessary for the proper and efficient operation of the Medical Offices, including but not limited to, stationery, statement forms or invoices, office supplies, copier paper and medical supplies. Notwithstanding the foregoing, Manager shall consult with Hospital/Practice from time to time as appropriate in connection with the purchase of such supplies.
(e) **Utilities.** Manager shall make all arrangements for, and pay all costs incidental to, all utilities necessary for the effective operation of the Medical Offices, including without limitation, gas, electricity, water, telephone, trash collection and janitorial services.

(f) **Billing and Collection.** Hospital shall be solely responsible for the billing and collection of professional and other charges rendered by or on behalf of Practice, Faculty and Residents; provided, however, Manager shall obtain all necessary information from patients visiting the Medical Offices to permit Hospital to bill private pay patients, Medicare, Medicaid and commercial third party payors for services provided by Practice. Manager hereby covenants to promptly turn over any payments received from third party payors with respect to the operation of the Practice or the professional services of the Faculty or Residents. Manager shall not bill or assess a surcharge (including, but not limited to, any facility charge or convenience charge) with respect to any patient of the Practice for services rendered by the Practice at the Medical Offices.

(g) **Staffing of Medical Offices.** Manager shall, on behalf of Practice, employ such non-physician personnel as may be reasonably necessary to enable Practice to carry out and perform its professional medical services at the Medical Offices, subject to the following:

(i) Manager shall, on behalf of Practice, provide all non-physician support personnel (other than Faculty, Residents and other health professionals required by Medicare to be employed by Practice in order to bill Medicare for the services rendered by such individuals) including, but not limited to, all nurses, medical assistants, technicians, receptionists, secretaries, clerks, management and purchasing personnel, janitorial and maintenance personnel, and such other personnel as may be reasonably necessary for the proper and efficient operation of the Medical Offices (collectively, the “Support Personnel”).

(ii) Manager shall, on behalf of Practice: (1) train, manage and supervise all Support Personnel; (2) hire and fire all Support Personnel; (3) determine the salaries, fringe benefits, bonuses, health and disability insurance, workers’ compensation insurance, and any other benefits for all Support Personnel; and (4) be responsible for any appropriate disciplinary action required to be taken against Support Personnel. Notwithstanding the foregoing, Manager shall consult with Practice from time to time as appropriate in connection with the hiring, performance appraisal and termination of the Support Personnel.

(iii) Notwithstanding anything in Section 5(g)(i) or Section 5(g)(ii) above to the contrary, with regard to those Support Personnel who are health professionals required by Medicare to be leased employees of and supervised by Practice in order to bill Medicare for the services rendered by such individuals, Manager hereby leases such Support Personnel to Practice, and Practice shall be solely responsible for such Support Personnel’s training and supervision, Practice shall have the right after consulting with Manager to have any such Support Personnel removed from the Medical Offices, and Practice shall have all other controls over such Support Personnel as Medicare shall deem to be necessary from time to time for such Support Personnel to constitute being the leased
employees of Practice.

(iv) Notwithstanding anything to the contrary stated in this Agreement, this Agreement shall not prevent Manager from performing such similar services or restrict Manager from using the personnel provided to Practice under this Agreement to perform services for others. Manager will make reasonable efforts, consistent with sound business practice, to honor the specific requests of Practice with regard to the assignment of Support Personnel.

(h) **Compliance with Laws and Regulations.** Manager shall comply with all applicable laws and governmental regulations relating to operation of the Medical Offices and the Practice.

6. **MANAGEMENT FEE.**

Hospital shall pay to Manager a fee ("Clinic Fee") for the operation and management of the Medical Offices and Practice. The amount of the Clinic Fee shall not include any payment for marketing, advertising or the like. The Clinic Fee is payable monthly in advance on the fifth day of the month. Any partial month’s payment shall be prorated based on a thirty (30) day month. Because of the increased costs associated with an increase in Practice activity, the Clinic Fee shall be adjusted to take into account the increased costs associated with the increase in use of the services at the Medical Offices. Adjustments to the Clinic Fee shall be based upon the net collections ("Net Collections") of the Practice received during the immediately preceding month. Net Collections means the total of all collections from patients treated by Faculty, Residents and Credentialled Physicians through the practice at the Medical Offices, including, but not limited to, payments by third party commercial payers, self pay patients, and Medicaid, minus refunds, insurance adjustments, returned checks and any other sums which are returned to the patient or payer. For any month in which Net Collections are less than $75,000.00, the Clinic Fee shall be $42,350.00. For any month in which Net Collections exceed $75,001.00-112,500.00 the Clinic Fee shall be $56,210.00. For any month in which net collections exceed $112,500.00, the clinic fee shall be $69,657.50. The Clinic Fee shall be adjusted annually by the change in the Consumer Price Index ("CPI") for the preceding twelve (12) month calendar period. For purposes hereof, CPI means the index now known as the United States Bureau of Labor Statistics, Consumer Price Index—All Goods and Services, in the Atlanta, Georgia area. In the event the CPI is discontinued, Manager and Hospital shall designate a comparable index to be used in lieu thereof.

7. **CONDUCT OF MEDICAL PRACTICE.** Hospital, Faculty, Residents and Credentialled Physicians shall be solely and exclusively in control of all aspects of the practice of medicine and the provision of professional medical services to their patients, including all medical training and medical supervision of licensed personnel, and Manager shall have neither any control nor discretion over the methods by which Practice shall practice. Manager’s sole function is to render to Practice in a competent, efficient and reasonably satisfactory manner, all non-physician services necessary to operate the Medical Offices. The rendition of all professional medical services including, but not limited to, diagnosis, treatment and the prescription of medicine and drugs, and the
supervision and preparation of medical records and reports shall be the sole responsibility of Practice. Manager shall have no authority whatsoever with respect to the establishment of fees for the rendition of such professional medical services by Practice.

8. **PATIENT INFORMATION AND MEDICAL RECORDS.** All patient records and charts maintained by Manager in connection with the professional medical services provided by Practice at the Medical Offices shall be Hospital/Practice’s property. Notwithstanding the foregoing, Manager shall have a continuing right to inspect and copy all records pertaining to Practice’s patients subject to all applicable federal and state laws, including but not limited to those laws relating to privacy and confidentiality of patient information.

   (a) **Patient Information.** Neither Manager nor any of its employees or agents shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital/Practice in writing, any patient or medical record information regarding Practice’s patients, and Manager and its employees or agents shall comply with all federal and state laws and regulations regarding the confidentiality of such information.

   (b) **Medical Records.** Manager acknowledges that in receiving or otherwise dealing with any records or information from Practice about Practice’s patients receiving treatment for alcohol or drug abuse, Manager and all of its employees and agents are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

9. **INSURANCE.** Practice shall obtain and maintain, in full force and effect during the terms of this Agreement comprehensive professional liability insurance coverage, including malpractice insurance coverage, with an insurance carrier reasonably acceptable to Manager, or a policy of self insurance, to protect against any liability incident to the rendering of professional medical and ancillary services at the Medical Offices. Such insurance coverage shall not be less than One Million Dollars ($1,000,000.00) for any one person and Three Million Dollars ($3,000,000.00) in the annual aggregate. Manager shall obtain and maintain, in full force and effect during the term of this Agreement, comprehensive general liability coverage, with an insurance carrier reasonably acceptable to Hospital. Such insurance coverage shall be not less than Three Million Dollars ($3,000,000.00). Such policies of insurance shall provide that Hospital shall receive written notice not less than thirty (30) days prior to the cancellation or material change in coverage. At either party’s written request, the other shall furnish certificates, endorsements and copies of all insurance policies required under this Agreement to the other.

10. **TERMINATION.**

   (a) **Events of Termination.** This Agreement may be terminated upon the occurrence of any of the following events:

   (i) **Material Breach.** In the event of a material breach of this
Agreement by either party, the non-defaulting party shall provide written notice upon the defaulting party (the "Default Notice") specifying the nature of the breach. If such breach is not cured to the reasonable satisfaction of the non-defaulting party within thirty (30) days after service of the Default Notice, this Agreement shall automatically terminate at the election of the non-defaulting party upon written notice of termination to the defaulting party not later than sixty (60) days after service of the Default Notice.

(ii) **Insolvency.** If either party shall apply for, or consent to the appointment of a receiver, trustee or liquidator of themselves or of all or a substantial part of their assets; file a voluntary petition in bankruptcy, or admit in writing their inability to pay their debts as they become due; make a general assignment for the benefit of creditors; file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or if an order, judgment or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such party to be bankrupt or insolvent, or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party or of all or a substantial part of their assets, and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days, then the other party may terminate this Agreement upon ten (10) days prior written notice to such party.

(iii) **Destruction of Medical Offices.** In the event of the destruction of a material portion of the Medical Offices or the equipment necessary for patient care which cannot be repaired or replaced within thirty (30) days of such damage, as determined by Hospital/Practice in its reasonable judgment, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

(iv) **Without Cause Termination.** Either party may terminate this Agreement without cause at the conclusion of the Initial Term upon written notice to the other given not less than ninety (90) days prior to the conclusion of the Initial Term. During any Term Extension, this Agreement may be terminated without cause by either party upon ninety (90) days prior written notice to the other party, such termination being effective at the end of such ninety (90) day notice period.

(v) **Cross-Termination.** Hospital and Manager have entered into a Marketing Consulting Agreement ("Consulting Agreement") dated March 15, 2000, in which Manager provides consulting marketing services to Hospital. In the event of the termination of the Consulting Agreement for any reason, this Agreement shall be terminated effective as of the termination of the Consulting Agreement.

(b) **Effect of Termination.** Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remain to be performed upon the date of termination.

11. **ASSIGNMENT.** Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer by a party without such
consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

12. INDEMNIFICATION.

(a) **By Manager.** Manager shall indemnify, defend and hold harmless Hospital and Practice against any claims, liabilities, damages, costs and expenses, including without limitation reasonable attorneys' fees incurred by Practice in defending or compromising actions brought against Practice arising out of or related to the acts or omissions of Manager or its employees in connection with this Agreement. Practice shall immediately notify Manager in writing in accordance with Section 26 of this Agreement of any and all claims, liabilities, damages, costs and expenses subject to this indemnification provision. Furthermore, Practice acknowledges that Manager, in its sole discretion, shall have the option of defending any and all matters subject to this indemnification provision so long as Manager has accepted or assumed the indemnification of the Hospital and Practice.

(b) **By Practice.** Hospital shall indemnify, defend and hold harmless Manager from and against any and all claims, liabilities, damages, costs and expenses, including without limitation reasonable attorneys' fees, incurred by Manager in defending or compromising actions brought against it, its officers, directors, employees, or agents, arising out of or related to the acts or omissions of any Faculty or Resident, their employees or agents in connection with this Agreement. Manager shall immediately notify Practice in writing in accordance with Section 26 of this Agreement of any and all claims, liabilities, damages, costs and expenses subject to this indemnification provision. Furthermore, Manager acknowledges that Hospital, in its sole discretion, shall have the option of defending any and all matters subject to this indemnification provision so long as Hospital has accepted or assumed the indemnification of the Manager.

13. CONFIDENTIALITY. Neither party shall disclose this Agreement or the terms thereof to a third party, except as provided herein or as otherwise required by law, without the prior written consent of the other party.

4. RESTRICTIVE COVENANTS.

(a) **Noncompetition.** Hospital shall not, during the term of this Agreement and, unless the Agreement is terminated by Hospital for breach by Manager, or by Manager without cause, for two (2) years thereafter, except with the prior written consent of Manager, establish, operate or staff any freestanding clinic for the provision of obstetrical and gynecologic services intended to primarily serve the Hispanic community, within a five (5) mile radius of the Medical Offices. Notwithstanding the foregoing, Manager acknowledges that the Medical Offices shall be used by Hospital as a training site for the Program and shall not take any action under this Section 14 that would have a material adverse effect on the training of Residents during the academic year in which the Agreement terminates. Manager shall not during the term of this Agreement and, unless the Agreement is terminated by Manager for breach by Hospital, or by Hospital without cause, for two (2) years thereafter, except with the prior written consent of Hospital,
establish, operate, manage or staff any freestanding clinic or outpatient department for the
provision of obstetrical and gynecologic services intended to primarily serve the Hispanic
community, within a five (5) mile radius of the Medical Offices.

(b) **Employment Restriction.** During the term of this Agreement and for a period of
two (2) years thereafter, neither Manager or Hospital shall, without the prior written
consent of the other party shall solicit, employ, hire, or contract for services with any
employee of the other party.

(c) **Remedies for Breach.** Manager and Hospital acknowledge and agree that
remedies at law for any breach or attempted breach of the foregoing provisions will be
inadequate and that the party seeking to enforce any such covenants shall be entitled to
specific performance, injunction or other equitable relief in the event of any such
breach or attempted breach, in addition to any other remedies which might be available
at law or in equity.

15. **NO THIRD PARTY BENEFICIARY.** None of the provisions contained in this
Agreement are intended by the parties nor shall they be deemed to confer any benefit on
any person not a party to this Agreement.

16. **CHANGES IN LAW.**

(a) **Legal Event, Consequences.** Notwithstanding any other provision of this
Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other
federally funded programs (or their representatives or agents), or any other federal, state or
local governmental or nongovernmental agency, or any court or administrative tribunal
passes, issues or promulgates any law, rule, regulation, standard, interpretation, order,
decision or judgment, including but not limited to those relating to any regulations
pursuant to state or federal antikickback or self-referral statutes (collectively or
individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing
Party"), materially and adversely affects either party's licensure, accreditation, certification,
or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to
receive payment or reimbursement from any federal, state or local governmental or
nongovernmental payer, or which subjects the Noticing Party to a risk of prosecution or
civil monetary penalty, or which, in the good faith judgment of the Noticing Party,
indicates a rule or regulation with which the Noticing Party desires further compliance, or
if in the good faith opinion of counsel to either party any term or provision of this
Agreement could trigger a Legal Event, then the Noticing Party may give the other party
notice of intent to amend or terminate this Agreement in accordance with the next
subparagraph.

(b) **Notice Requirements.** The Noticing Party shall give notice to the other party
together with an opinion of counsel setting forth the following information:

(i) The Legal Event(s) giving rise to the notice;

(ii) The consequences of the Legal Event(s) as to the Noticing Party;
(iii) The Noticing Party's intention to either:

(1) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or

(2) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:

(a) to further comply with any anti-kickback or self-referral statutory provisions or rules or regulations created or affected by the Legal Event(s); and/or

(b) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or

(c) to eliminate or minimize the risk of prosecution or civil monetary penalty;

(3) The Noticing Party's proposed amendments; and

(4) The Noticing Party's request for commencement of the Renegotiation Period (as defined below).

(c) Renegotiation Period: Termination. In the event of notice under either subparagraph b(iii)(1) or b(iii)(2) above, the parties shall have ten (10) days from the giving of such notice ("Renegotiation Period") within which to attempt to amend this Agreement in accordance with the Noticing Party's proposal (if any) or otherwise as the parties may agree. If this Agreement is not so amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the 10th day after said notice was given. Except as otherwise required by applicable law, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination shall so continue pursuant to its terms. All opinions of counsel presented by the Noticing Party hereunder, and any corresponding opinions given by the other party in response, shall be deemed confidential and given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable to said opinions.

17. REFERRALS. The parties hereby acknowledge that none of the benefits to Manager is conditioned on any requirement that Manager make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or any affiliate of Hospital.

18. MEDIATION AND ATTORNEYS' FEES. The parties may first attempt to resolve any dispute concerning this Agreement or arising in any way out of the performance or interpretation of this Agreement through non-binding mediation. If the dispute cannot be resolved within forty-five (45) days by the parties in good faith through non-binding
mediation, or the parties mutually agree not to mediate, the parties or either of them shall submit the dispute to final and binding arbitration, without right of appeal, to be administered by AAA at its office located in Atlanta, Georgia, or such other location mutually agreed upon by the parties under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The arbitrator(s) may award the prevailing party the costs of arbitration, including, but not limited to, reasonable attorney fees, expert witness fees, accounting fees and costs. The arbitrator(s) shall not award punitive damages. The foregoing provisions of this Section shall not be interpreted to require either party to submit to mediation prior to exercising either party’s right to pursue equitable relief from a court of competent jurisdiction at any time or to terminate this Agreement in accordance with Section 10 of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Georgia.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents, representations and understandings of the parties which may relate to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party.

21. AMENDMENT. No modification, amendment or addition to this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by both parties.

22. HEADINGS. The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement.

23. NOTICES. Any notice or other communication required or permitted shall be in writing and shall be delivered personally or by United States first class mail, postage prepaid, certified registered, return receipt requested, addressed as follows:

If to Manager:       Hispanic Medical Management, Inc.
                    5139 Jimmy Carter Boulevard, Suite 205
                    Norcross, Georgia 30093
                    Attn: Tracey Erwin

With a copy to:      William C. Tinsley II, Esq.
                    Tinsley Bacon Tinsley, LLC
                    Suite 440, 100 North Point Center East
                    Alpharetta, Georgia 30022

If to Hospital:      Atlanta Medical Center
                    303 Parkway Drive, N.E.
                    Atlanta, Georgia 30312
                    Attn: Chief Executive Officer
With a copy to: Tenet Health System  
West Tower, 34th Floor  
1500 Market Street, Centre Square  
Philadelphia, Pennsylvania 19102  
Attn: Southern States Region Counsel – Law Dept.

or to such other addresses or persons as may be furnished from time to time in writing by the parties. If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this Section, such notice shall be effective as of the date indicated on the return receipt whether or not such notice is accepted by the addressee.

24. WAIVER. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

26. ADDITIONAL DOCUMENTS. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

27. GRADUATE MEDICAL EDUCATION. The parties acknowledge and agree that Hospital will be obligated to pay the costs of each Resident's salary and fringe benefits while the Resident is training at the Medical Offices. The parties further acknowledge and agree that supervisory teaching services at the Medical Offices shall be performed by faculty physicians employed on a full-time basis by Hospital or contracted for by the Hospital, and that Manager incurs no supervisory teaching costs and all supervisory teaching costs shall be the sole responsibility of Hospital. Finally, the parties acknowledge and agree that Hospital intends to include the time spent by Residents in the Practice in calculating Hospital's resident count for purposes of direct and indirect medical education reimbursement.

28. ACCESS TO BOOKS AND RECORDS.

(a) If the value or cost of services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars ($10,000) or more over a twelve-month period, Manager agrees as follows:

(i) Until the expiration of four (4) years after the furnishing of such services, Manager shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duty...
authorized representative, the Comptroller General, or the Comptroller General's duly-
authorized representative, such books, documents and records as may be necessary to
certify the nature and extent of the cost of such services; and

(ii) If any such services are performed by way of subcontract with
another organization and the value or cost of such subcontracted services is Ten Thousand
Dollars ($10,000) or more over a twelve-month period, such subcontract shall contain and
Manager shall enforce a clause to the same effect as Section 28(a)(i) immediately above.

(b) The availability of Manager's books, documents and records shall be subject at
all times to all applicable legal requirements, including without limitation, such criteria and
procedures for seeking and obtaining access that may be promulgated by the Secretary by
regulation. The provisions of Sections 28(a) and 28(b) shall survive expiration or other
termination of this Agreement, regardless of the cause of such termination.

(c) Manager shall permit routine audit and examination of all books and records
related to this Agreement by Hospital, Tenet Healthcare Corporation or independent
auditors retained thereby, at reasonable times and with reasonable frequency. Hospital
shall act in good faith to limit, to the extent reasonably possible, any disruption in
Manager's operations. The examination and audit shall be confined to those matters
connected with the performance of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as
of the date first written above.

Hispanic Medical Management, Inc.:

By: ___________________________
    Name: Troyce Erwin
    Title: Chief Operating Officer

Tenet HealthSystem GB, Inc., d/b/a Atlanta
Medical Center:

By: ___________________________
    Name: Bruce F. Buchanan
    Title: President and Chief Executive Officer
SCHEDULE 1

Medical Offices

The Medical Offices are located at 2865-C, Metropolitan Parkway, S.W., Atlanta, Georgia 30315. Possession is evidenced by that certain Lease Agreement dated January 1, 2000, between Southside Health Care, Inc., as lessor, and Manager, as lessee.
SCHEDULE 3(f)

Medical Equipment

Ultrasound Machine
Laboratory Equipment
Blood Pressure Cuffs
Electronic Thermometers
Portable Dopplers
Tenaculums
Ring Forceps
Cervical dilators
Speculums
SCHEDULE 5(a)

Schedule of Hours of Operation of Practice at the Medical Offices

The schedule of hours of the Practice will be Monday through Friday 8:00AM to 6:00PM and Saturday 10:00 AM to 3:00PM.
EXHIBIT A

MARKETING CONSULTING AGREEMENT

THIS MARKETING CONSULTING AGREEMENT ("Agreement") is made and entered into by and between TENET HEALTHSYSTEM GB, INC., a Georgia corporation, doing business as Atlanta Medical Center ("Hospital") and HISPANIC MEDICAL MANAGEMENT, INC. ("Company").

RECITALS:

A. Hospital and Company have entered into an Affiliation Agreement dated March 13, 2000 ("Affiliation Agreement"), for the engagement of Company to provide certain management and administrative services in the operation of Atlanta Medical Center's obstetrical practice at 2865-C, Metropolitan Parkway, S.W. ("Practice").

B. Hospital operates an acute care hospital known as Atlanta Medical Center and is in need of an entity to provide marketing consulting services in the marketing of the Practice to the Hispanic community ("Services").

C. Company is a management organization experienced in providing the Services and Hospital desires to engage the Company to provide the Services.

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

COMPANY'S OBLIGATIONS.

a. Services. While this Agreement is in effect, Company shall provide marketing consulting services to Hospital in the development and implementation of a marketing plan to promote the Practice to the Hispanic community and such additional duties and obligations as are set forth in Exhibit A attached hereto and made a part hereof. Company shall not implement any advertising under this Agreement without the prior written consent of Hospital, including the expenditure of any funds. Any marketing plans and all materials developed for distribution or use, in print, television, radio or other form of communication, must comply with Hospital's Guidelines for Advertising, Marketing and Promotions and be processed through Hospital's FTC Ad Review, as appropriate. Hospital shall retain all possession, ownership and control of all rights, including copyrights, arising from the creation of any advertisement pursuant to this Agreement.

b. Compliance with Laws and Regulations. Company agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable laws and governmental regulations relating to health care facilities.

c. Representations and Warranties. Company represents and warrants to Hospital, upon execution and while this Agreement is in effect, as follows:
(1) Company is not bound by any agreement or arrangement which would preclude Company from entering into, or from fully performing the Services required under, this Agreement.

(2) Company has never been convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

d. Records and Reports. Company shall record promptly and maintain all information pertaining to Company’s performance of Services under this Agreement. Said documentation shall be submitted to Hospital monthly and shall be substantially in the form attached as Exhibit B and made a part hereof, and shall contain the information requested by Hospital.

2. COMPANY’S COMPENSATION

a. Consulting Fees. For the Services rendered pursuant to this Agreement, Hospital shall pay Company, as its sole compensation hereunder, a monthly fee of One Thousand Dollars ($1,000), payable on or before the fifteenth (15th) day of each calendar month while this Agreement is in effect. Notwithstanding the foregoing, no compensation shall be payable to Company for any services for which Company has not submitted the documentation required under Subparagraph 1.d. of this Agreement. It is acknowledged by the parties hereto that while the parties estimate the time required to perform the Services duties hereunder is approximately ten (10) hours per month, the actual time will vary from time to time, but as to the tasks to be performed and the time likely to be required to perform such tasks, the above-stated fixed compensation fee is an estimate of fair market value. Notwithstanding any other provision of this Agreement, if in any given month while this Agreement is in effect Company provides fewer than ten (10) hours of Service, Company shall be compensated at the hourly rate of One Hundred Dollars ($100), for each hour of Service provided.

b. Marketing Expenses. Hospital shall, upon receipt of appropriate documentation, pay up to Two Thousand Dollars ($2,000) per month for actual marketing expenses incurred by the Company as a result of providing the Services under this Agreement, but only upon written approval in advance by Hospital.

3. TERM AND TERMINATION.

a. Term. The initial term of this Agreement shall be fifteen (15) months, commencing on March 15, 2000 (the “Initial Term”). At the end of the Initial Term, the term of this Agreement may be extended for two (2) additional periods of one (1) year each (a “Term Extension”), at the sole discretion of Hospital, but only upon mutual written agreement of the parties.

b. Termination.

(1) Termination Without Cause. Either party may terminate this Agreement without cause at the conclusion of the Initial Term upon written notice to the other given...
not less than ninety (90) days prior to the conclusion of the Initial Term. During any Term Extension, this Agreement may be terminated without cause by either party upon ninety (90) days prior written notice to the other party, such termination being effective at the end of such ninety (90) day notice period.

(2) **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.

(3) **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Company upon the occurrence of any of the following events:

(a) the failure of Company to make a timely disclosure required pursuant to Paragraph 8 hereof;

(b) breach by Company of any of the confidentiality provisions hereof;

(c) failure by Company to maintain the insurance required under this Agreement;

(d) termination of Affiliation Agreement for any reason; or

(e) Company’s conviction of a criminal offense related to health care or Company’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

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

4. **INDEPENDENT CONTRACTORS.** Hospital and Company shall each perform their obligations hereunder as independent contractors and not as employees, agents, partners of, or joint venturers with, the other party. The provisions of this Paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

5. **INSURANCE.** Company shall obtain and maintain, in full force and effect during the term of this Agreement, comprehensive general liability coverage, with an insurance carrier reasonably acceptable to Hospital. Such insurance coverage shall be not less than Three Million Dollars ($3,000,000). Such policies of insurance shall provide that Hospital shall receive written notice not less than thirty (30) days prior to the cancellation or material change in coverage.
6. ACCESS TO BOOKS AND RECORDS.

a. If the value or cost of services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars ($10,000) or more over a twelve-month period, Company agrees as follows:

(1) Until the expiration of four (4) years after the furnishing of such services, Company shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such services; and

(2) If any such services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars ($10,000) or more over a twelve-month period, such subcontract shall contain, and Company shall enforce, a clause to the same effect as Subparagraph 6.a.(1) immediately above.

b. The availability of Company's books, documents, and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of Subparagraphs 6.a. and 6.b. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7 CONFIDENTIALITY.

a. Terms of this Agreement. Neither party shall disclose this Agreement or the terms thereof to a third party, except as required by law or otherwise authorized by this Agreement, without the prior written consent of the other party.

b. Patient Information. Neither Company nor any of its employees or agents shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital/Practice in writing, any patient or medical record information regarding Practice's patients, and Company and its employees or agents shall comply with all federal and state laws and regulations regarding the confidentiality of such information.

c. Medical Records. Company acknowledges that in receiving or otherwise dealing with any records or information from Practice about Practice's patients receiving treatment for alcohol or drug abuse, Company and all of its employees and agents are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. Hospital or Practice Information. At all times during the term of this Agreement and thereafter, Company will hold in strictest confidence and not disclose to any person, firm, or corporation any information or confidential matter relating to the business of Hospital nor use
any Practice-related information provided to Company by Hospital, for presentation to competitors, clients or business prospects. All documents, files or papers ("Documents") created or utilized by Hospital hereunder shall be the sole property of Hospital. Company shall return all such Documents to the Hospital upon termination of this Agreement or upon demand of the Hospital. The provisions of this Subparagraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

c. **Survival.** The provisions of this Paragraph 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Required Disclosures.** Company shall notify Hospital in writing within three (3) days after any of the following events occurs:

a. An event occurs that substantially interrupts all or a portion of Company's ability to perform Company's obligations hereunder; or

b. Company's conviction of a criminal offense related to health care or Company’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

9. **Mediation and Attorneys' Fees.** The parties may first attempt to resolve any dispute concerning this Agreement or arising in any way out of the performance or interpretation of this Agreement through non-binding mediation. If the dispute cannot be resolved within forty-five (45) days by the parties in good faith through non-binding mediation, or the parties mutually agree not to mediate, the parties or either of them shall submit the dispute to final and binding arbitration, without right of appeal, to be administered by AAA at its office located in Atlanta, Georgia, or such other location mutually agreed upon by the parties under its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The arbitrator(s) may award the prevailing party the costs of arbitration, including, but not limited to, reasonable attorney fees, expert witness fees, accounting fees and costs. The arbitrator(s) shall not award punitive damages. The foregoing provisions of this Paragraph shall not be interpreted to require either party to submit to mediation prior to exercising either party's right to pursue equitable relief from a court of competent jurisdiction at any time or to terminate this Agreement in accordance with Paragraph 3 of this Agreement.

10. **Not Exclusive.** Nothing in this Agreement shall be construed to limit the right of Hospital to advertise on behalf of the Practice without the involvement of the Company.

11. **Entire Agreement; Modification.** 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.
12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

14. **NOTICES.** 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 as follows:

**If to Hospital:**
Atlanta Medical Center  
303 Parkway Drive, NE  
Atlanta, Georgia 30312  
Attn: Chief Executive Officer

**Copy to:**
Tenet HealthSystem  
3350 Riverwood Parkway, Suite 1800  
Atlanta, Georgia 30339  
Attn: Regional Director - Operations

**And**
Tenet HealthSystem  
West Tower, 34th Floor  
1500 Market Street, Centre Square  
Philadelphia, Pennsylvania 19102  
Attn: Southern States Regional Counsel - Law Dept.

**If to Company:**
Hispanic Medical Management, Inc.  
5139 Jimmy Carter Boulevard, Suite 205  
Norcross, Georgia 30093

**Copy to:**
William C. Tinsley II, Esq.  
Tinsley Bacon Tinsley, LLC  
Suite 440, 100 North Point Center East  
Alpharetta, Georgia 30022

or to such other persons or places as either party may from time to time designate by notice pursuant to this Paragraph.

15. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
17. ASSIGNMENT; BINDING EFFECT. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company’s rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent, provided that Hospital provides prompt written notice of the assignment.

18. CHANGES IN LAW.

a. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any regulations pursuant to state or federal anti-kickback or self-referral statutes (collectively or individually, “Legal Event”), which, in the good faith judgment of one party (the “Noticing Party”), materially and adversely affects either party’s licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.

b. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:

1) The Legal Event(s) giving rise to the notice;

2) The consequences of the Legal Event(s) as to the Noticing Party;

3) The Noticing Party’s intention to either:

   a) Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or

   b) Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:

      i) to further comply with any anti-kickback or Stark II statutory provisions or rules or regulations created or affected by the Legal Event(s); and/or
(ii) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or

(iii) to eliminate or minimize the risk of prosecution or civil monetary penalty.

(4) The Noticing Party’s proposed amendment(s); and

(5) The Noticing Party’s request for commencement of the Renegotiation Period (as defined below).

c. Renegotiation Period; Termination. In the event of notice under either Subparagraph b.(3)(a) or b.(3)(b) above, the parties shall have ten (10) days from the giving of such notice ("Renegotiation Period") within which to attempt to amend this Agreement in accordance with the Noticing Party’s proposal (if any) or otherwise as the parties may agree. If this Agreement is not so amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the 10th day after said notice was given. Except as otherwise required by applicable law, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination shall so continue pursuant to its terms. All opinions of counsel presented by the Noticing Party hereunder, and any corresponding opinions given by the other party in response, shall be deemed confidential and given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable to said opinions.

19. Referrals. The parties acknowledge that none of the benefits to Company is conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or any affiliate of Hospital.

20. Financial Obligation. Company shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

The Parties Hereto have executed this Agreement on March 15, 2000.

TENET HEALTH SYSTEM GB, INC.

By: ___________________________
    Bruce F. Buchanan
    Chief Executive Officer

HISPANIC MEDICAL MANAGEMENT, INC.

By: ___________________________
EXHIBIT A

HISPANIC MEDICAL MANAGEMENT, INC.
(Company)

Company shall perform the duties and obligations, in a manner satisfactory to Hospital, as set forth below:

1. Develop, implement and maintain an effective marketing plan to promote the Practice.

2. Develop a marketing plan that will provide a framework for the capture of managed care contracts.

3. Create and distribute advertising and promotional materials to promote the Practice.
**EXHIBIT B**

**COMPANY ACTIVITY LOG**

Number of Calendar Months Remaining in the Agreement Term: __________

(NAME OF COMPANY)

[PLEASE PRINT OR TYPE ALL INFORMATION]

<table>
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<tr>
<th>DESCRIPTION OF SERVICES PERFORMED AND/OR OF MEETINGS WITH PARTICIPATING COMMITTEES OR INDIVIDUALS THAT PERTAINED TO DUTIES AS DESCRIBED IN THE AGREEMENT (INCLUDE PLACE OF PERFORMANCE)</th>
<th>Date Performed</th>
<th>Time Expended</th>
<th>Purpose or Results of Performance</th>
<th>Miscellaneous Comments</th>
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PAGE ___ OF ___ OF COMPANY ACTIVITY LOG - MONTH OF __________, 1999

(use additional pages as necessary)
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<th>Purpose or Results of Performance</th>
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**DESCRIPTION OF SERVICES PERFORMED AND/OR MEETINGS WITH PARTICIPATING PERSONS OR INDIVIDUALS AND DUTIES OR DISCHARGE OF PERFORMANCE (INCLUDING DATE OF PERFORMANCE)**

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<th>Description of Services Performed and/or of Meetings with Participating Committees or Individuals That Pertained to Duties as Described in the Agreement (Include Place of Performance)</th>
<th>Date Performed</th>
<th>Time Expended</th>
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By signing this document, the Company hereby affirms and attests that the services and the number of hours recorded for such services set forth herein were performed by the Company.

COMPANY:

Signature  Date

By signing this document the CEO and the CFO affirm and attest that they have confirmed that the services rendered and the number of hours recorded for such services by Company satisfy the contractual obligations of the Company, and that the number of months remaining in the Agreement Term as stated on page one is accurate.

REVIEWED BY CEO:

Signature  Date

APPROVED BY CFO:

Signature  Date
Atlanta Medical Center

303 Parkway Drive, NE
Atlanta, GA 30311-1312
Tel: 404-365-8903
Fax: 404-365-3903

May 3, 2002

Mr. Ed Cota
Fax: (770) 512-7855
Clinica de la Mama, Suite 205
5139 Jimmy Carter Boulevard, N.W.
Norcross, GA 30093

Dear Ed:

Per our discussion this morning, this letter is written to serve as the basis of an amendment to our contract to add 24/7 translation services at Atlanta Medical Center.

Atlanta Medical Center agrees to compensate Clinica de la Mama $18.50 per hour for the above-described services. Additionally, Clinica de la Mama will provide management oversight of the on-site translation services. Atlanta Medical Center agrees to compensate Clinica de la Mama for twenty (20) hours per month of management supervision of $50 per hour or a monthly amount of $3,000. Payments will be made once monthly, in the amount of $6,505 for the translation services ((365 x 24 x $18.50 ÷ 12) and the on-site management.

A formal amendment to our agreement will be drafted reflecting in more detail our understanding. This letter is written to confirm both parties' commitment and understanding to enable translation services to begin at Atlanta Medical Center, effective May 1, 2002.

If you are in agreement with the above terms and conditions, please indicate by signing below and returning to me via fax (404/265-3903). Thank you.

Sincerely,

[Signature]

William T. Moore

WTMjg

[Signature]

Ed Cota
Clinica de la Mama
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of January 1, 2006, or the execution of the Agreement by both parties (the "Effective Date") between Tenet HealthSystem GB, Inc., doing business as Atlanta Medical Center ("Hospital") and HISPANIC MEDICAL MANAGEMENT, INC., a Georgia corporation, doing business as Clinica de la Mama ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Atlanta Medical Center ("Facility"), located in Georgia ("State"), and is in need of translation and administration services for its Hispanic patients (the "Services").

B. Company employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively "Company Staff").

C. Company 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 provide the Services.

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

1. COMPANY'S OBLIGATIONS.

   a. Services. While this Agreement is in effect, Company shall provide Services at Facility as are set forth in Exhibit A attached hereto and made a part hereof.

   b. Performance. The Services to be rendered hereunder shall be performed by Company Staff as may be employed by or under contract with Company. At all times while this Agreement is in effect, the Facility's Chief Executive Officer ("CEO") shall have the right to request removal of any such Company Staff if, in the CEO's best judgment, such removal is in the best interests of Hospital. Company hereby agrees to immediately remove any such individual upon receipt of the CEO's request.

   c. Applicable Standards. Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission"), having authority to set standards for health care facilities.
d. **Company Staff Screening.** Company shall provide competent Company Staff to meet Facility's needs with regard to Hispanic speaking patients. Screening by Company shall include, but not be limited to, obtaining the following pertinent information concerning all past employment, licensure, certifications, education, and professional skills of Company Staff:

1. Proof of current original licensure and appropriate certification in the State, which licensure and certifications, if any, must be presented to Facility by Company Staff upon reporting for work, per Hospital guidelines.

2. Proof of a minimum of one year of prior work experience in a health care environment.

3. Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.

4. Proof of current PPD, MMR and hepatitis (within one year), record of immunizations, and identified physical limitations. Company shall maintain current written employee releases from all Company Staff provided under this Agreement to permit Hospital access to their medical file. Information on physical limitations or impairments and other medical information shall be collected and maintained in accordance with all applicable anti-discrimination laws including, without limitation, the State's Labor Code, the Rehabilitation Act of 1974 and the Americans with Disabilities Act of 1991.

5. Minimum of two professional references.

6. Company Staff must be able to speak, write, and read the English and Spanish languages sufficiently to communicate with patients and staff and to complete required documentation.

7. Proof of successful completion of a drug screening immediately prior to beginning work at Facility.

8. Proof that Company Staff has passed a background check as required by Facility regarding any prior criminal convictions.

9. Job Description signed by Company Staff.


Company Staff shall not begin work at Facility until items required in this Subsections 1.d.(1) through (10) are provided to and approved by the Facility's Human Resources Department. In addition to the above-listed items, Company Staff will attend Facility's annual ethics training and all other required annual in-service education.
e. **Patient Satisfaction Surveys.** Company shall conduct patient satisfaction surveys on a monthly basis. Results of such surveys will be made available to Facility for quality and performance improvement purposes.

f. **Use of Premises.** Company Staff shall not use, or knowingly permit any other person who is under their direction to use, any part of Facility's premises for any purpose other than the performance of Services for Facility pursuant to this Agreement.

g. **Representations and Warranties.** Company represents and warrants to Hospital as follows:

   (1) Neither Company nor any of Company Staff is bound by any agreement or arrangement which would preclude Company or any of Company Staff from entering into, or from fully performing the Services required under, this Agreement;

   (2) No Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; and

   (3) Neither Company nor any of Company Staff has ever been convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

2. **Hospital's Obligations.**

   a. **Equipment, Facilities, Supplies, Utilities and Services.** Hospital shall, at no cost to Company, provide all equipment, facilities, supplies, utilities, including telephone service, and other services, including laundry, linen and janitorial services, as the Hospital shall, in its sole discretion, determine from time to time to be necessary for the performance of the Services. The parties expressly agree that all items supplied by Hospital pursuant to this Subsection shall remain the exclusive personal property of Hospital.

   b. **Personnel.** Hospital shall employ such non-physician personnel as Hospital deems necessary for the proper performance of the Services or any other Company obligation set forth in this Agreement.
3. **COMPANY'S COMPENSATION.**

   a. **Fees.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company, as its sole compensation hereunder, a semi-monthly fee in accordance with Exhibit A, payable within 15 days of receipt of written documentation of the performance of the Services. Notwithstanding the foregoing, no compensation shall be payable to Company for any services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification" and the documentation set forth in Exhibit A, Subsections 3.a and 3.b.

   b. **Entire Compensation.** Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to Company Staff. Company 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 Company Staff for Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

4. **TERM AND TERMINATION.**

   a. **Term.** The initial term of this Agreement ("Initial Term") shall be two (2) years commencing on the Effective Date. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended for an additional period of one year (a "Term Extension"), but only upon mutual written agreement of the parties. As used herein, “Term” shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Term Extension, as applicable.

   b. **Termination.**

      (1) **Termination Without Cause.** At any time after expiration of the first year of the Term, either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least 90 days' prior written notice. If such notice is given by Hospital, Hospital may, in its sole discretion, at any time prior to the effective date of such termination, relieve Company of Company's duties hereunder as long as Hospital continues to perform its obligations under this Agreement until the effective date of such termination.

      (2) **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 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

      (3) **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Company upon the occurrence of any of the following:
(a) the failure of Company or Company Staff to make a disclosure in accordance with Section 9 hereof;

(b) conduct by Company or any Company Staff which, in the sole discretion of Hospital, could affect the quality of professional care provided to Facility patients, the performance of duties required hereunder, or which could be prejudicial or adverse to the best interest and welfare of Facility or its patients;

(c) breach by Company or any Company Staff of any of the confidentiality provisions hereof;

(d) failure by Company to maintain the insurance required under this Agreement;

(e) closure of Facility, cessation of the patient care operations or sale of Facility or of all, or substantially all, of Facility's assets; or

(f) Company or any of Company Staff's conviction of a criminal offense related to health care or Company or any Company Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

Company may cure such breach caused by any Company Staff under this Subsection 4.b.(4) by immediately terminating all employment and other Company-based professional and business relationships with such Company Staff and preventing said Company Staff from providing any Services hereunder.

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

5. **COMPANY'S STATUS.** Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each of Company Staff provides the Services. However, Company shall require all of Company Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all
Company Staff and all of Company’s employees, with a carrier licensed to do business in the State and having at least an “A” BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

$1,000,000 per occurrence; $3,000,000 general aggregate
and
$1,000,000 per occurrence Personal/Advertising Injury
$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days’ prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company’s sole expense, workers’ compensation and employers’ liability insurance covering Company’s employees and all Company Staff, with a carrier licensed to do business in the State and having at least an “A” BEST rating, at the following limits:

Workers’ Compensation:
Employers’ Liability:

Statutory limits
$1,000,000 each accident;
$1,000,000 disease policy limit;
$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers’ Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall require all Company Staff to secure and maintain at all times during the Term, at each Company Staff’s sole expense, personal auto liability covering Company Staff, and any vehicle which Company Staff will bring onto Hospital property, with a carrier licensed to do business in the State and having at least an “A” BEST rating. Such coverage shall be primary and non-contributory and procured at the minimum statutory limits promulgated by the State, but in any event no less than:

$25,000 bodily injury per person
$50,000 bodily injury per accident
$25,000 property damage
7. ACCESS TO BOOKS AND RECORDS.

a. 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)(l) of the Social Security Act, Company agrees as follows:

(1) Until the expiration of four years after the furnishing of such Services, Company 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; and

(2) If any such Services are performed by way of subcontract with a related organization and the value or cost of such subcontracted services is $10,000 or more over a 12-month period, such subcontract shall contain, and Company shall enforce, a clause to the same effect as Subsection 7.a.(1) above.

b. The availability of Company's books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of Subsections 7.a. and 7.b. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. CONFIDENTIALITY.

a. Hospital Information. Company recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Company and Company Staff may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Company agrees that neither Company nor any Company Staff will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performing of Company's and Company Staff's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Facility's patients, costs, or treatment methods developed by Hospital for the Facility, and which is not otherwise available to the public.

b. Terms of this Agreement. Except for disclosure to Company's or any Company Staff's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither Company nor any Company Staff shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Subsection 4.b. hereof.
c. **Patient Information.** Neither Company nor any Company Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Facility patients, and Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Facility regarding the confidentiality of such information. Company acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Facility’s patients receiving treatment for alcohol or drug abuse, Company and Company Staff are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **HIPAA Compliance.** Company agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the “Regulations”). Company shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Company will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Company will promptly report to Hospital and Facility any use or disclosures, of which Company becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Company contracts with any agents to whom Company provides Protected Health Information, Company shall include provisions in such agreements pursuant to which Company and such agents agree to the same restrictions and conditions that apply to Company with respect to Protected Health Information. Company will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Company, Hospital or Facility by virtue of this Subsection.

e. **Survival.** The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **REQUIRED DISCLOSURES.** Company shall notify Hospital in writing within three days after any of the following events occurs:

a. Any Company Staff’s professional license or certification in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other restriction;
b. An event occurs that substantially interrupts all or a portion of Company's or any Company Staff's ability to perform Company's or any Company Staff's obligations hereunder; or

c. Company's or any Company Staff's conviction of a criminal offense related to health care or Company's or any Company Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

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 arbitration in Fulton County, Georgia in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. 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.** 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.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

15. **Notices.** 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 as follows:
If to Employer:  
Atlanta Medical Center  
303 Parkway Drive, NE  
Atlanta, GA 30312  
Attention: Chief Executive Officer

With copy to:  
Tenet Central-Northeast Region  
1500 Market Street, Centre Square  
West Tower, 34th Floor  
Philadelphia, PA 19162  
Attn: Regional Counsel - Law Department

And:  
Tenet Central-Northeast Region  
15450 S. Outer 40 Drive, Suite 120  
Chesterfield, MO 63017  
Attn: Senior Vice President, Operations

If to Company:  
Hispanic Medical Management, Inc.  
5139 Jimmy Carter Boulevard, Suite 205  
Norcross, GA 30093  
Attn: Tracey Cota, Chief Operating Officer

with a copy to:  
William C. Tinsley II, Esq.  
Tinsley Bacon Tinsley, LLC  
100 North Point Center East, Suite 440  
Alpharetta, GA 30022

or to such other persons or places as either party may from time to time designate by notice pursuant to this Section.

16. WAIVER. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

17. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

18. ASSIGNMENT; BINDING EFFECT. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of Company, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of Company as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of and be binding upon the
parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

19. **Financial Obligation.** Neither Company nor any Company Staff shall incur any financial obligation on behalf of Hospital or Facility without the prior written approval of Hospital.

**Tenet HealthSystem GB, Inc.**
*d/b/a* Atlanta Medical Center

By: ____________________________

[Signature]

William T. Moore
Chief Executive Officer
Date: 12-19-05

**Hispanic Medical Management, Inc.**
*d/b/a* Clinica de la Mama

By: ____________________________

[Signature]

Tracey Cota
Chief Operating Officer
Date: 12-19-05
EXHIBIT A
HISPANIC MEDICAL MANAGEMENT, INC.
(Company)

DESCRIPTION OF DUTIES AND RESPONSIBILITIES

1. Staffing and management services provided by Company shall include:
   a. Translation Services. Company, as manager, shall provide sufficient certified, bilingual Company Staff twenty-four hours per day and seven days per week as may be reasonably necessary to enable Hospital physicians and staff medical and clerical personnel to understand Hispanic speaking patients so that they can perform medical services on the Hispanic patients at the Facility. Translation services are to be provided in all necessary patient care areas; including but not limited to, Women's Services, Surgical Services and the Emergency Department.

   Fees per month for these services shall be based upon the following:

   1100 hrs/month @ $23.50/hr  $25,850.00
   Oversight, management, benefits
   $5,000.00

   DOCUMENTATION REQUIRED: Company Staff shall clock in and out from work at Facility's time clocks. Time Records will be maintained by Hospital's administration department.

2. Eligibility Determination Services. Obtain all necessary patient information to determine the eligibility of Hispanic children patients for Peachcare or Permanent Medicaid and adult Hispanic patients for emergency medical assistance ("EMA"), Permanent Medicaid or Medically Needy Medicaid from the State or from any other applicable third party payor to cover Hospital Services.

   Fees per month for these services shall be based upon the following:

   275 hrs/month @ $30.00/hr  $8,250.00

   DOCUMENTATION REQUIRED: Hospital shall document Company's provision of services required in this Section by tracking the agreed upon indicator as recommended by Hospital's Performance Improvement Committee.

3. Utilization of Company's Facility and Personnel. Provide access for OB/GYN resident education at the Clinica de la Mama ("Company's Facility") located at 4140 Jonesboro Road, Forest Park, GA 30297. Employed residents, faculty, and paraprofessional providers will have clinic session at this location two and one half (2 1/2) days per week (approximately 11 days per month).

   Fee for utilization of Company space and non-professional personnel shall be $4,207.12

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of August 1, 2008, 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 Hispanic Medical Management, Inc., a Georgia corporation, doing business as Clinica de la Muna ("Company").

RECITALS:

A. Hospital is in need of translation and administrative services (the "Services"), and is in need of experienced individuals to provide the service.

B. Company employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively "Company Staff").

C. Company 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 provide the Services.

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

1. COMPANY'S OBLIGATIONS.

a. Services. While this Agreement is in effect, Company shall provide Services at Hospital as set forth in Exhibit A attached hereto and made a part hereof.

b. Performance. Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission on Accreditation of Healthcare Organizations, having authority to set standards for health care facilities. At all times while this Agreement is in effect, the CEO shall have the right to request removal of any such Company Staff if in the CEO's best judgment such removal is in the best interests of Hospital. Company hereby agrees to immediately remove any such Company Staff upon receipt of the CEO’s request.

c. Records and Reports. Company shall contemporaneously record and maintain all information pertaining to Company’s performance of duties under this Agreement. Company’s records of billings and receipts relating to Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

d. Representations and Warranties. Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or
arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under this Agreement; (ii) no Company Staff’s license or certification in the State or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) neither Company nor any of Company Staff has ever been charged with or convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

e. **Background Verifications.** Company shall provide Hospital with a description of its background investigation processes, shall attest to Hospital that Company has completed a background check for each Company Staff providing Services at Hospital in the form attached hereto as Exhibit B, and disclose to Hospital any positive findings for any Company Staff providing Services to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered “completed” if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that Company Staff is not listed as sexual offender and, if requested by Hospital, in any child abuse registry. Hospital shall have the right to require the withdrawal of any Company Staff in the event that Company Staff fails to meet the standards established by Hospital for acceptable background.

2. **COMPANY’S COMPENSATION.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company, as its sole compensation hereunder, a semi-monthly fee in accordance with Exhibit A, payable within 15 business days of receipt of written documentation of the performance of the Services. Notwithstanding the foregoing, no compensation shall be payable to Company for any services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 “Request for Taxpayer Identification Number and Certification.” Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to Company Staff. Company 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 Company Staff for Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

3. **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.

4. **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 Company upon the occurrence of any of the following: (i) breach by Company or any Company Staff of any of the confidentiality provisions hereof; (ii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital’s assets; or (iii) Company or any of Company Staff’s conviction of a criminal offense related to health care or Company or any Company Staff’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

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 nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY’S STATUS.** In performing the Services, Company and Company Staff are acting as independent contractors, and neither Company nor Company Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which Company provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**
Company shall secure and maintain at all times during the Term, at Company’s sole expense, general liability insurance covering Company, and Company’s Staff, with a carrier licensed to do business in the State and having at least an “A” BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

$1,000,000 per occurrence; $3,000,000 general aggregate
and
$1,000,000 per occurrence Personal/Advertising Injury
$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days’ prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

7. 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)(l) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company 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.

8. CONFIDENTIALITY. Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company’s or any Company Staff’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, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, 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”).

9. 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.

10. **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.

11. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES, WAIVER; 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. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company’s rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

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

13. **COMPLIANCE OBLIGATIONS.** Company and Company Staff has received, read, understood, 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 Anti-Kickback Statute and the Stark Law. Tenet’s Standards of Conduct, summary of Compliance Program, and policies and procedures are available at: http://www.tenethealth.com/TenetHealth/OurCompany/EthicsBusinessConduct. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

14. **EXCLUSION LISTS SCREENING.** Company 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.epis.gov) (collectively, the “Exclusion Lists”) to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) 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, Company 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.

15. **Survival.** The provisions of Sections 5, 7, 8, 9, and 10 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

**Tenet Health System GB, Inc.**  
D/B/A Atlanta Medical Center

By: [Signature]
Name: William T. Moore  
Title: Chief Executive Officer  
Date: 09/01/08  
Address: 303 Parkway Drive, N.E.  
Atlanta, Georgia 300312

**Hispanic Medical Management, Inc.**  
D/B/A Clinica de la Mama

By: [Signature]
Name: Tracey Cota  
Title: Chief Operating Officer  
Date: 7-29-08  
Address: 5139 Jimmy Carter Boulevard  
Suite 205  
Norcross, Georgia 30093
EXHIBIT A

DESCRIPTION OF DUTIES AND RESPONSIBILITIES

HISPANIC MEDICAL MANAGEMENT, INC.
(Company)

1. Staffing and management services provided by Company shall include:

   a. Translation Services. Company, as manager, shall provide sufficient certified, bilingual Company Staff twenty-four hours per day and seven days per week as may be reasonably necessary to enable Hospital physicians and staff medical and clerical personnel to understand Hispanic speaking patients so that they can perform medical services on the Hispanic patients at the Facility. Translation services are to be provided in all necessary patient care areas; including but not limited to, Women’s Services, Surgical Services and the Emergency Department.

   Fees per month for these services shall be based upon the following:

   1152 hours/month @ $26.78/hour (includes oversight, management & benefits)  $ 30,850.00

   DOCUMENTATION REQUIRED: Company Staff shall clock in and out from work at Facility’s time clocks. Time Records will be maintained by Hospital’s administration department.

2. Eligibility Determination Services. Obtain all necessary patient information to determine the eligibility of Hispanic children patients for Peachcare or Permanent Medicaid and adult Hispanic patients for emergency medical assistance (“EMA”), Permanent Medicaid or Medically Needy Medicaid from the State or from any other applicable third party payor to cover Hospital Services.

   Fees per month for these services shall be based upon the following:

   275 hours/month @ $30.00/hour  $ 8,250.00

   DOCUMENTATION REQUIRED: Hospital shall document Company’s provision of services required in this Section by tracking the agreed upon indicator as recommended by Hospital’s Performance Improvement Committee.
EXHIBIT B

BACKGROUND SCREENING ATTESTATION

BACKGROUND CHECKS: Company has conducted a retrospective background check on all Company Staff assigned to provide Service at Hospital. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS OIG/GSA
5. Other: ______________________

COMPANY STAFF:

1. ______________________
2. ______________________
3. ______________________
4. ______________________
5. ______________________
6. ______________________
7. ______________________

Company acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

HISPANIC MEDICAL MANAGEMENT, INC.
DBA CLINICA DE LA MAMA:

By: ______________________
Name: ______________________
Title: ______________________

B

Confidential – Not Subject to FOIA

Tenet-OIG-00041297
TIME SHARE SUBLEASE AGREEMENT

THIS TIME SHARE SUBLEASE AGREEMENT (the “Agreement”) is made and entered into as of the later of August 1, 2008, or the execution of the Agreement by both parties (the “Effective Date”) by and between HISPANIC MEDICAL MANAGEMENT, INC. (“Sublessor”) and TENET HEALTHSYSTEM GB, INC., a GEORGIA CORPORATION DOING BUSINESS AS ATLANTA MEDICAL CENTER (“Sublessee”).

RECITALS:

A. On September 23, 2002, Sublessor entered into a Master Lease (the “Master Lease”) with C.Y. Yang’s 88, Inc. (“Master Lessor”) for the rental of office space located at 4140 Jonesboro Road, Suite D1 and Suite D10, in the City of Forest Park, Clayton County, in the state of Georgia (the “State”), comprised of approximately 1,848 square feet of space (hereafter referred to as the “demised premises”). The Master Lease is attached hereto as Exhibit A and incorporated herein by this reference.

B. Sublessor desires to sublease to Sublessee the “Subleased Premises” (as defined below) on a time share basis for approximately three (3) of the total eleven (11) slots available per week for the operation of a operation of a community clinic that serves the need of the Hispanic population in accordance with the schedule attached hereto as Exhibit B and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby agreed by and between the parties hereto as follows:

1. SUBLEASED PREMISES.

   a. Sublessor hereby Subleases to Sublessee and Sublessee hereby Subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein the “Subleased Premises” defined as: Suite[s] D1 and D10, comprised of 1,848 square feet of office space located on the first floor of the Building, as more specifically described in the floor plan attached hereto as Exhibit C and incorporated herein by this reference. Sublessor reserves the right to use the Subleased Premises during any period of time during which the Subleased Premises are not in use by Sublessee or any other person. Sublessor and Sublessee hereby acknowledge and agree the Subleased Premises (a) do not exceed that which is commercially reasonable and necessary for the legitimate business purposes of this Agreement; and (b) are used exclusively by Sublessee during the Term (as defined in Section 2 below) in accordance with the schedule attached hereto as Exhibit B.

   b. Sublessee shall use the Subleased Premises solely for professional medical office purposes.

2. TERM. The term of this Agreement (“Term”) shall be for a period of two (2) year(s). This Agreement shall be automatically extended on a month-to-month basis for up to six
(6) months if the parties continue to abide by the terms and conditions of this Agreement without (i) having executed a renewal of this Agreement, (ii) executed a new Agreement for the same or other premises, or (iii) advised the other party of such party’s intent not to renew this Agreement.

3. **Delay in Commencement.** If for any reason Sublessor cannot deliver possession of the Subleased Premises to Sublessee within sixty (60) days after the Effective Date, Sublessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Agreement or the obligations of Sublessee hereunder or extend the term hereof. But in such case, Sublessee shall not be obligated to pay rent until possession of the Subleased Premises is tendered to Sublessee; provided, however, that if Sublessor has not delivered possession of the Subleased Premises within thirty (30) days from the Effective Date, Sublessee may, at its sole option, by notice in writing to Sublessor within ten (10) days thereafter cancel this Agreement, in which event the parties will be discharged from all obligations hereunder.

4. **Rent and Additional Services.**

a. Sublessee shall pay to Sublessor, without notice or demand and without abatement deduction or setoff, except as elsewhere provided herein, rent for each time share Morning and Afternoon slot listed in Exhibit B [and payment for additional services, including office support, electric, telephone, cleaning service, etc] for the Subleased, in the amount of: (i) Two Thousand Seven Hundred Seventy Nine and 41/100 Dollars ($2,779.41) per month, plus (ii) applicable sales tax (the sum of (i) and (ii) hereinafter collectively referred to as the “Gross Rental Rate”). Said rental payments shall commence on the Effective Date, and shall be payable on the 1st day of each month for the term hereof; provided, however, that in the event the Term hereof commences on a day other than the first day of a calendar month, then upon the Effective Date Sublessee shall pay to the Sublessor a pro-rata portion of rent to that portion of the calendar month remaining from the Effective Date to the first day of the next following calendar month.

b. Any services provided by the Sublessor to the Sublessee for dictation, answering service, long distance, and specially requisitioned supplies will be billed separately by the 15th day of the month following the month in which the service is provided.

c. In the event that any taxes applicable to the Subleased Premises, except for income taxes derived from rent paid to Sublessor hereunder, shall increase during the term hereof, Sublessee shall pay to Sublessor its proportionate share of all such increases upon receipt of Sublessor’s written notice describing such increases.

d. All payments under this Agreement to be made by Sublessee to Sublessor shall be made payable to, and mailed or personally delivered to, Sublessor at the following address, or such other place as may be designated in writing by Sublessor:

Hispanic Medical Management, Inc.
5139 Jimmy Carter Blvd.
Suite 205
Norcross, Ga 30093

e. If any rent or other payment under this Agreement is not paid when due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and in addition the rental payment shall be subject to a twenty-five dollar ($25) late service charge per month if not paid on or before the tenth (10th) day of each month. However, this provision shall not relieve Sublessee from any default.

f. **Reasonable Rent.** Sublessor and Sublessee hereby acknowledge and agree that the rental payments required pursuant to this Agreement are the product of bona fide, arms-length negotiations and represent the commercially reasonable, fair market value of the Subleased Premises for general commercial purposes, without taking into account the intended use of the Subleased Premises or the volume or value of any actual or expected federal health care program or other referrals to, or business otherwise generated for, either Sublessor or Sublessee. The rental payments do not reflect any additional value Sublessor or Sublessee may attribute to the proximity or convenience of the Subleased Premises to sources of referrals or business otherwise generated for which payment may be made in whole or in part under any federal health care program.

5. **Tenant Improvement Allowance.** Sublessee hereby accepts Subleased Premises in the condition existing as of the Effective Date. As such, there is no allowance for tenant improvements notwithstanding any terms in the Master Lease to the contrary.

6. **Risk of Loss.** Except where due to the willful neglect of Sublessor, all risk of loss to personal property or loss to business resulting from any cause whatsoever shall be borne exclusively by Sublessee.

7. **Condition of Premises.** Sublessee hereby accepts the Subleased Premises in their condition existing as of the Effective Date subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Subleased Premises. Sublessee accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto.

8. **Master Lease.**

a. This Agreement is and shall be at all times subject and subordinate to the Master Lease.

b. The terms, conditions, and respective obligations of Sublessee and Sublessor to each other under the Agreement shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease that are directly contradicted by this Agreement, in which event the terms of this Agreement shall control over the Master Lease provided, however, that this Agreement shall automatically terminate upon termination or expiration of the Master Lease regardless of any provision of this Agreement.
c. During the term of this Agreement and for all periods subsequent for obligations that have arisen prior to the termination of this Agreement, Sublessee does hereby expressly assume and agree to perform and comply with each and every obligation of Sublessor under the Master Lease.

d. The obligations that Sublessee has assumed under Section (c) hereof are hereinafter referred to as the "Sublessee’s Assumed Obligations".

e. Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee’s failure to comply with or perform Sublessee’s Assumed Obligations.

f. In the event of a breach of any of such terms, conditions, or covenants of the Master Lease by Sublessee or upon the failure of the Sublessee to pay rent or comply with any of the provisions of this Agreement, Sublessor may exercise any and all rights and remedies granted to Master Lessor by the Master Lease, as well as any and all rights and remedies granted to Sublessor by this Agreement.

g. Sublessor represents to Sublessee that the Master Lease is in full force and that no default exists on the part of any party to the Master Lease.

9. **Indemnification.** Sublessee shall indemnify and hold harmless Sublessor from and against any and all claims, liabilities, damages, and expenses, including without limitation reasonable attorney’s fees, incurred by Sublessor in defending or compromising actions brought against it, its officers, directors, employees, or agents, arising out of or related to the acts or omissions of Sublessee, its employees, agents, and contractors in connection with the performance of duties by Sublessee pursuant to this Agreement.

10. **Insurance.**

   a. Sublessee shall secure and maintain at all times during the term of this Agreement, at Sublessee’s sole expense, general liability insurance and professional liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) aggregate. Said insurance shall be maintained with a reputable and financially viable insurance carrier, naming Sublessor as an additional insured. Said insurance shall not be cancelable except upon thirty (30) days written notice to Sublessor. Sublessee shall provide Sublessor with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Sublessee agrees to notify Sublessor immediately of any material change in any insurance policy required to be maintained by Sublessee hereunder.

   b. Sublessee shall secure and maintain renters’ insurance covering all of Sublessee’s personal property used on the Subleased Premises.
11. **Assignment and Subletting.** Sublessee shall not voluntarily or involuntarily assign its interest in this Agreement, nor sublet all or part of the premises, nor grant concessions or licenses upon the premises without the prior written consent of Sublessor and Master Lessor in each instance, which consent shall not be unreasonably withheld; and such consent shall not constitute a waiver of the necessity for consent of Sublessor and Master Lessor for subsequent assignments and subletting. Assignment or subletting without the prior consent of Sublessor and Master Lessor, including assignment by operation of the law, shall constitute an event of default. In no event, whether with or without consent of Sublessor and Master Lessor, shall an assignment or sublease relieve Sublessee of liability under the terms, conditions, and provisions of this Agreement.

12. **Termination.**

   a. Either party may terminate this Agreement upon the occurrence of any of the following events: (1) violation by the other party of any material provision of this Agreement, provided such violation continues for fifteen (15) days after receipt by the violating party of written notice from the non-violating party, specifying such violation with particularity; and (2) adjudication of the other party as bankrupt, liquidation of the other party for any purpose, or appointment of a receiver to take charge of the other party’s affairs, provided each appointment remains undischarged for sixty (60) days.

   b. This Agreement shall automatically terminate and be of no further force and effect upon termination of the Master Lease.

   c. **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.

   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. **Immediate Termination by Sublessor.** Sublessor may terminate this Agreement immediately by written notice to Sublessee upon the occurrence of any of the
following events: (i) the denial, suspension, revocation, termination, restriction, placement on probation, lapse, or voluntary relinquishment (under threat of disciplinary action) of Sublessee’s medical staff membership and/or privileges at any facility or Sublessee’s license to practice medicine in any jurisdiction; (ii) Sublessee’s breach of any term of the Master Lease; (iii) failure by Sublessee to maintain the insurance required under this Agreement; and (iv) Sublessee’s conviction of a criminal offense related to health care or Sublessee’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

f. **Termination During The First Twelve Months.** In the event that this Agreement is terminated in accordance with the terms set forth above during the first twelve months of the Term, then the parties shall not enter into a new arrangement for all or a portion of the Premises or any other office space with each other for the remainder of the first year of the intended Term of this Agreement.

13. **NO WAIVER.** Any failure of a party to enforce that party’s rights under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

14. **COMPLIANCE WITH LAWS AND REGULATIONS.**

a. **In General.** During the Term of this Agreement, each party shall comply with applicable federal, state and local laws and regulations.

b. **No Violation of Law.** Each party represents and warrants to the other party that it shall not knowingly violate any federal, state or local laws or regulations by entering into this Agreement performing its obligations hereunder.

c. **Exclusion, Debarment or Suspension.** Each party represents and warrants that neither it nor any of its employees or agents have been excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs, nor been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each party shall promptly notify the other party in the event that such party or any employee or agent of such party is excluded from participation in, or is otherwise unable to participate in, a federal health care program, or is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. In the event that Lessee is so excluded, debarred, suspended or can no longer no longer participate in any federal health care program, Sublessor shall have the right immediately to terminate this Agreement.

d. **Group Practice Representation.** Sublessee hereby represents and warrants that the compensation paid or to be paid by Sublessee to any physician is and will 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 Sublessee. Sublessee represents to Sublessee that Sublessee has and will at all times maintain a written agreement with each physician receiving compensation from Sublessee that is not an employee of Sublessee (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. Sublessee further represents that with respect to employees of Sublessee with which Sublessee 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 Sublessee by the employee.

e. **No Condition of Referrals.** Neither the selection of Sublessee nor the terms and conditions of this Agreement shall be conditioned on Sublessee and Sublessee (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other, or (iii) otherwise generating business for the other.

15. **Notices.** 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.

16. **Negotiated Instrument.** This is a negotiated agreement between the parties hereto, and shall not be construed against any party as a result of his or her attorney having drafted this Agreement. Both parties have had the opportunity to have their respective attorneys review this Agreement and fully understand the terms of this Agreement.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

19. **Parking and Common Areas.** At no additional cost, Sublessee shall have the nonexclusive right to use the parking areas at the demised premises and shall comply with reasonable rules and regulations with respect to their use promulgated from time to time by Sublessee.

20. **Compliance Obligations.** Sublessee has received, read, understood, 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 Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures are available at: [http://www.tenethealth.com/TenetHealth/OurCompany/EthicsBusinessConduct](http://www.tenethealth.com/TenetHealth/OurCompany/EthicsBusinessConduct). Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.
21. **Exclusion Lists Screening.** Sublessee shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons"), if any, 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.epfls.gov) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) 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, Sublessee shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services to Hospital under this Agreement.

**Sublessee:**
**Hispanic Medical Management, Inc.**

By: ED T COTH
Name: ED T COTH
Title: President/CEO
Date: 7/27/09
Address: 5139 Jimmy Carter Blvd
       Atlanta, GA 30328

**Sublessee:**
**Tenet Healthsystem GB, Inc.**
D/B/A Atlanta Medical Center

By: W. Moore
Name: W. Moore
Title: CEO
Date: 09/01/08
Address:
CONSENT TO SUBLEASE BY MASTER LESSOR

CONSENT OF MASTER LESSOR. C.Y. Yang 88, Inc., Master Lessor, hereby consents to this Agreement of the Subleased Premises and acknowledges the right of the Sublessee to all of the benefits and services due the Master Lessee under the Master Lease during the term of this Agreement. Master Lessor does hereby represent and warrant to Sublessee that the Master Lease is unmodified and in full force and effect and to the best of its knowledge there are no uncured defaults on the part of the Master Lessee.

MASTER LESSOR (for purposes of foregoing Section only)
C.Y. YANG 88, INC.

By: [Signature]
Name: ED T. CH
Title: President & CEO
Date: 7-29-09
EXHIBIT A
[MASTER LEASE]
EXHIBIT B

TIME SHARE SCHEDULE

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>MORNING(^1) TIMESHARE SLOT</th>
<th>AFTERNOON(^2) TIMESHARE SLOT</th>
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</table>

MORNING\(^1\) - this time slot begins at 8:00 a.m. and ends at 12:00 p.m. (noon)
AFTERNOON\(^2\) - this time slot begins at 1:00 p.m. and ends at 5:00 p.m.
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of May 1, 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 International Clinical Management Services, Inc., a Georgia corporation doing business as Clinica del Bebe ("Company")

RECITALS:

A. Hospital is in need of translation and administrative services (the "Services"), and is in need of experienced individuals to provide the Services.

B. Company employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively "Company Staff").

C. Company 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 provide the Services.

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

1. COMPANY’S OBLIGATIONS.

a. Services. While this Agreement is in effect, Company shall provide Company Staff who are at least twenty-one (21) years of age to provide Services at Hospital as set forth in Exhibit A, attached hereto and made a part hereof.

b. Performance. Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including The Joint Commission ("Joint Commission"), having authority to set standards for health care facilities. At all times while this Agreement is in effect, the Hospital’s Chief Executive Officer ("CEO") shall have the right to request removal of any such Company Staff if in the CEO’s best judgment such removal is in the best interests of Hospital. Company hereby agrees to immediately remove any such Company Staff upon receipt of the CEO’s request.

c. Company Staff Required Documentation. Company shall provide experienced and competent Company Staff to meet the needs of Hospital’s Hispanic speaking patients. Documentation to be provided to Hospital by Company shall include, but not be limited to, obtaining the following pertinent information concerning all past employment, licensure, certifications, education, and professional skills of Company Staff: (i) proof of a minimum of one (1) year of medical interpretation experience in a healthcare setting; (ii) proof of compliance with applicable immigration laws and maintenance of current I-9 documentation; (iii) current
written employee releases from all Company Staff provided under this Agreement to permit Hospital access to their medical file. Information on physical limitations or impairments and other medical information shall be collected and maintained in accordance with all applicable anti-discrimination laws including, without limitation, the State’s Labor Code, the Rehabilitation Act of 1974 and the Americans with Disabilities Act of 1991; (iv) at least one (1) professional reference; (v) proof that Company Staff is able to speak, write, and read the English and Spanish languages sufficiently to communicate with Hospital’s patients and staff and to complete required documentation; (vi) a job description signed by Company Staff; and (vii) proof of Company Staff’s competency to provide the Services shall be provided to Hospital on an annual basis. Company Staff shall not be permitted to work at Hospital until items required in this Subsection 1.e. are provided to and approved by the Chief Human Resources Officer (“CHRO”) or his/her designee.

d. Health Screenings, Background Checks, Ethics and Compliance.
Company shall require all Company Staff providing Services at Hospital to comply with the following Hospital requirements:

(1) Hospital’s Employee Health Coordinator shall provide to each Company Staff, at Hospital’s expense, an occupational health screening to include PPD or chest x-ray, drug screen, fit test, rubella titer, and other screenings/services, as may be required from time to time by state and/or federal agencies, and in accordance with Hospital policy and requirements (“Health Screening”). Health Screening shall not include services or screenings relating to any illness or injury arising from workers’ compensation claims (i.e., injury, illness, tracking or medical services) or other personal illness or injury requiring medical attention or related health services. Results of all Health Screenings shall be provided to Hospital’s CHRO or his/her designee prior to any Company Staff providing Services at Hospital.

(2) Hospital, at Hospital’s expense, shall conduct a complete background investigation on each Company Staff who performs Services pursuant to this Agreement. A complete background investigation will include, at a minimum, all of the following elements: (i) 7-year criminal background check in current and previous counties of residence and employment; (ii) confirmation that each Company Staff is not listed as a sexual offender; (iii) evidence that each Company Staff is eligible to participate in all federal and state health programs and verification that each Company Staff is not in the Office of Inspector General’s (“OIG”) database of excluded individuals or the U.S. General Services Administration (“GSA”) database; and (iv) any other element required by Hospital to meet State law requirements. Results of the background investigation shall be provided to Hospital’s CHRO or his/her designee prior to any Company Staff providing Services at Hospital.

(3) All Company Staff providing Services at Hospital shall: (i) attend Hospital’s general orientation program; (ii) attend Hospital’s annual education program, complete required testing, and achieve a passing score (as defined by Hospital from time to time); (iii) complete Hospital’s annual ethics and compliance training; and (iv) abide by the Hospital’s standardized dress code/uniform policy.

e. Patient Satisfaction Surveys. Company shall conduct patient satisfaction surveys on a monthly basis and provide survey results to Hospital’s Director of Quality Management for quality and performance improvement purposes.
f. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under this Agreement; (ii) no Company Staff’s license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) neither Company nor any of Company Staff has ever been charged with or convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

2. **Hospital’s Obligations.**

   a. **Performance Evaluations.** Hospital’s Medicaid Eligibility Staff shall provide Company with an evaluation of each Company Staff’s performance on an annual basis.

   b. **Interpreter Competency Assessment.** Hospital shall assess the competency of each Company Staff utilizing the Hospital’s standard interpreter competency assessment process and forms.

3. **Company’s Compensation.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company in accordance with Exhibit A and shall be payable within thirty (30) days of receipt of written documentation of the performance of the Services. Notwithstanding the foregoing, no compensation shall be payable to Company for any services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 “Request for Taxpayer Identification Number and Certification.” Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to Company Staff. Company 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 Company Staff for Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

4. **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.

5. **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 Company upon the occurrence of any of the following: (i) breach by Company or any Company Staff of any of the confidentiality provisions hereof; (ii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital’s assets; or (iii) Company or any of Company Staff’s conviction of a criminal offense related to health care or Company or any Company Staff’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

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: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

6. **COMPANY’S STATUS.** In performing the Services, Company and Company Staff are acting as independent contractors, and neither Company nor Company Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which Company provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. **INSURANCE.**

Company shall secure and maintain at all times during the Term, at Company’s sole expense, general liability insurance covering Company, and Company’s Staff, with a carrier...
licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

$1,000,000 per occurrence; $3,000,000 general aggregate
and
$1,000,000 per occurrence Personal/Advertising Injury
$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days’ prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

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(o)(1)(l) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company 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.** Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company’s or any Company Staff’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, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, 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. 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.** 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. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

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

14. **COMPLIANCE OBLIGATIONS.** Company represents that 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. Company 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.
15. **EXCLUSION LISTS SCREENING.** Company 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](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](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, Company 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.

16. **SURVIVAL.** The provisions of Sections 5, 7, 8, 9, and 10 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

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

**By:**  
Name: William T. Moore  
Title: President and CEO  
Date: 05/10/11  
Address: 303 Parkway Drive NE  
Atlanta, Georgia 30312

**INTERNATIONAL CLINICAL MANAGEMENT SERVICES, INC.**  
d/b/a CLINICA DEL BEBE

**By:**  
Name: Tracey Cota  
Title: Chief Executive Officer  
Date: 05/10/11  
Address: 5127 Jimmy Carter Boulevard  
Norcross, Georgia 30093
EXHIBIT A

DESCRIPTION OF DUTIES AND RESPONSIBILITIES

Staffing and management services provided by Company shall include:

1. **Translation Services.** Company, as manager, shall provide, at minimum, one (1) bilingual Company Staff member twenty-four (24) hours per day, seven (7) days per week and make additional translators available to meet hours, as set forth below, to enable Hospital physicians and staff, medical and clerical personnel, to understand Hispanic speaking patients so that they can perform medical services on the Hispanic patients at the Hospital. Translation services are to be provided as needed in all patient care areas; including but not limited to: Women’s Health, Operative Services, and the Emergency Department, as well as in any non-patient care area as needed.

   1,152 hrs/mo @ $16.50/hr $ 19,008 per month =

   13,824 hrs/yr @ $16.50/hour $ 228,096 annually

   *Hospital agrees to pay time and a half (“Overtime Rate”) of Twenty-four and 75/100 Dollars ($24.75) for hours worked over forty (40) per week. This shall be capped at twenty (20) hours in any given month. Hospital also agrees to pay the Overtime Rate of Twenty-four and 75/100 Dollars ($24.75) for hours worked on the following designated holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day and Independence Day (July 4th). At Hospital’s request, based upon its determination of increased or decreased need for translation services, and subject to Company’s capacity to provide, additional interpreters may be added or deleted from the schedule at the same hourly rate with thirty (30) days’ prior written notice. Such additional staffing shall not exceed three interpreters per weekday shifts or two interpreters per day on the weekend.

**DOCUMENTATION REQUIRED:** Company shall maintain time records on all Company Staff, which shall be available at all times at Hospital’s request. This method will be followed unless Hospital requests to have Company Staff clock in and out from work at Hospital’s time clocks (“Swipe”). If Company Staff is required to Swipe at Hospital’s request and fails to clock in or out on any given day, Company Staff’s time for that day will be forfeited. If during any month, Company Staff fails to provide a total of 1,152 hours, Hospital will deduct $16.50/hour from Company’s compensation for each hour that Company is short.

2. **Eligibility Determination Services.** Obtain all necessary patient information to determine the eligibility of minor children patients for Peachcare or Permanent Medicaid and adult patients for emergency medical assistance (“EMA”), Permanent Medicaid or Medically Needy Medicaid from the State or from any other applicable third party payor to cover Hospital Services (“Eligibility Determination Screening”).

   $67.50 per Eligibility Determination Screening conducted for Hospital’s patients.

**DOCUMENTATION REQUIRED:** Company shall provide Hospital a monthly listing, attached to invoice, for all Hospital patients that Company performed Eligibility Determination Screenings on. Listing will be verified by Hospital’s Medicaid eligibility staff.