



December 14, 2007

Accreditation Council for
Graduate Medical Education

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Chicago, Illinois 60610

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Rhonda C. Latif, MD
Director, Obstetrics-Gynecology Residency Program
Atlanta Medical Center
Department of Obstetrics and Gynecology
303 Parkway Drive NE, Box 423
Atlanta, GA 30312

Dear Dr. Latif,

The Residency Review Committee for Obstetrics and Gynecology, functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the information submitted regarding the following program:

Obstetrics and Gynecology

Atlanta Medical Center Program
Atlanta Medical Center
Atlanta, GA

Program 2201222077

Based on all of the information available to it at the time of its recent meeting, the Review Committee confirmed the following adverse action:

Status: Expedited Withdraw
Effective Date: 06/30/2008
Response Dated: 11/16/2007

The decision to take this adverse accreditation action is based on the Review Committee's judgement that there is clear evidence that the program is egregiously noncompliant with ACGME's Requirements for Graduate Medical Education as detailed in the citations confirmed in this letter.

After reviewing the information that was submitted in response to the proposed adverse action, the Review Committee confirmed the following citation(s):

Citation #1

Residents report violations of duty hour requirements and further report that the program director changes their reports when submitted. (Field Survey Report, pages 28-30, 42. ACGME Survey. Program Requirements, VI. D)

PROGRAM DIRECTOR'S RESPONSE:

The program disputes this citation, citing "several mechanisms" with which duty hour requirements are enforced.

COMMITTEE RESPONSE:

The Committee noted, however, that the Field Surveyor interviewed several residents in arriving at this statement concerning duty hours.

The Committee, therefore sustained this citation.

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Citation #2

There is no in-house attending coverage on labor and delivery for substantial periods of time. (Field Survey Report, pages 24, 29, 39. Program Requirements, III. A. 4.a; VI. B)

PROGRAM DIRECTOR'S RESPONSE:

The program responds that at least one faculty member is present at all times.

COMMITTEE RESPONSE:

The Committee, however, noted comments about the lack of in-house attending coverage on labor and delivery by the Field Surveyor.

The Committee, therefore, sustained this citation.

Citation #3

There is no attending coverage of ambulatory clinics in the hospital and at outside sites much of the time. (Field Survey Report, pages 24, 39. Program Requirements, III. A. 4. a and VI. B)

PROGRAM DIRECTOR'S RESPONSE:

The program says that alternate faculty are available for coverage.

COMMITTEE RESPONSE:

The Committee, however, noted comments by the Field Surveyor concerning the lack of attending coverage.

The Committee, therefore, sustained this citation.

Citation #4

There is little faculty input into the didactic sessions, and many conferences are not held as outlined in the PIF. (Field Survey Report, pages 18-19, 21, 27, and IV. A)

PROGRAM DIRECTOR'S RESPONSE:

The program says that lecture schedules were available for the site visitor.

COMMITTEE RESPONSE:

The Committee noted that residents and not faculty were involved in the didactic sessions.

The Committee, therefore, sustained this citation.

Citation #5

There is an atmosphere of abuse and fear among the resident staff. Some residents believe that the program director is abusive, and some residents are afraid to bring problems forward with the program director. (Field Survey Report, pages 35-37, 39. Program Requirements, II. A. 4)

PROGRAM DIRECTOR'S RESPONSE:

The program director says that the abuse was by "stipended faculty members."

COMMITTEE RESPONSE:

The Committee noted that several residents, not just one or two, confided in the Field Surveyor concerning abusive behavior by faculty.

The Committee, therefore, sustained this citation.

Citation #6

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The program director does not provide proper oversight of the program. (Field Survey Report, pages 12, 38-39. Program Requirements, II. A. 4)

PROGRAM DIRECTOR'S RESPONSE:

The program does not dispute this citation.

COMMITTEE RESPONSE:

The Committee noted that the program director did not dispute this citation.

The Committee, therefore, sustained this citation.

Citation #7

There is little scholarly activity among the faculty. Residents have no time to pursue research. (Field Survey Report, page 13. Program Information Forms, page 43. Program Requirements, IV. B)

PROGRAM DIRECTOR'S RESPONSE:

The program director mentions a limited number of full-time faculty as the reason why research is superseded by clinical supervision.

COMMITTEE RESPONSE:

The Committee felt that the program did not adequately address the area of limited scholarly activity.

The Committee, therefore, sustained this citation.

Citation #8

There is excessive attrition in the program. The residents attribute this to the lack of teaching, and service over education requirements. (Field Survey Report, pages 17, 39. Program Requirements, II. A. 4)

PROGRAM DIRECTOR'S RESPONSE:

The program director describes extensively the various situations in which residents left the program.

COMMITTEE RESPONSE:

The Committee noted various reasons given for attrition in the program, but concluded that the attrition rate was still rather high.

The Committee, therefore, sustained this citation.

Citation #9

There are indications of service at the expense of education. For example, there is serious understaffing of midwives. (Field Survey Report, page 31. Program Introduction, A. 1)

PROGRAM DIRECTOR'S RESPONSE:

The program director did not rebut this citation.

COMMITTEE RESPONSE:

The Committee noted that this citation was not rebutted.

The Committee, therefore, sustained this citation.

Citation #10

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Residents do not believe that the program has adequate non-physician personnel to support educational activities. There also appears to be inadequate appropriate sleeping facilities, with non-residents utilizing call rooms. (Program Information Forms, pages 14, 16, Program Requirements, II. D. 4.)

PROGRAM DIRECTOR'S RESPONSE:

The program director mentions the inspection of the various sleeping facilities, and the use by medical students of these facilities.

COMMITTEE RESPONSE:

The Committee still judged that the conditions were inadequate.

The Committee, therefore, sustained this citation.

Citation #11

It is reported that goals and objectives are not consistently organized in the ACGME Competency based format, and that residents report that they are not handed out or reviewed prior to a rotation. (Field Survey Report, page 18. Program Requirements, IV. A. 2)

PROGRAM DIRECTOR'S RESPONSE:

The program director mentions the use of CREOG educational objectives.

COMMITTEE RESPONSE:

The Committee still judged that the goals and objectives in the program were not organized in the ACGME competency based format.

The Committee, therefore, sustained this citation.

The Committee felt that, on balance, the lack of faculty interest in teaching, the existence of service at the expense of education, alleged abusive behavior by some faculty towards the residents, and the lack of institutional support for the program were compelling reasons for sustaining the decision for expedited withdrawal

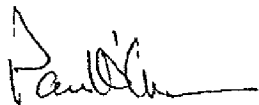
Once the program director has received this notification, no residents may be newly appointed to the program unless the action is appealed. All current residents and applicants (those invited for interviews) to the program must be advised in writing of the program's status, and a copy of the appropriate written notification must be submitted to this office within fifty (50) days of the date of this letter, whether or not the action is appealed.

For information concerning appeal of this action, please see the enclosed document entitled "Procedures for Appeal of Expedited Withdrawal of Accreditation."

Residents presently under contract should be advised to consult with the appropriate specialty Board regarding the date until which they may expect to receive credit toward certification requirements.

When corresponding with this office, please identify the program by name and number as indicated above.

Sincerely yours,



Rhonda C Latif, MD
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Paul O'Connor, Ph.D.
Executive Director
Residency Review Committee for Obstetrics and Gynecology
(312)755-5039
poc@acgme.org

CC: Steven L. Saltzman, MD

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**ACGME PROCEDURES FOR APPEAL OF EXPEDITED ADVERSE
ACCREDITATION ACTIONS
EFFECTIVE DATE: JULY 1, 2005**

1. If the Review Committee takes an adverse action of expedited withdrawal of accreditation, the program may request a hearing before an appeals panel. If a written request for such a hearing is not received by the Executive Director of the ACGME within 21 days following receipt of the Letter of Notification, the action of the Review Committee will be deemed final and not subject to further appeal.
2. If a hearing is requested, the appeals panel shall consist of the ACGME Executive Committee, plus one public director of the ACGME, and the action of this appeals panel shall constitute the final action of the ACGME.
3. When a hearing is requested, the following policies and procedures shall apply:
 - a. The Executive Director of the ACGME shall set an expedited schedule for the appeal procedures. Hearings conducted in conformity with these procedures may be by conference call or otherwise, as determined by the ACGME.
 - b. When a program requests a hearing before an appeals panel, the program holds the accreditation status determined by the Review Committee with the term *under appeal* affixed to the status. For example, if the Review committee determines expedited withdrawal status for a program, and the program appeals the decision, the status of the program shall be *expedited withdrawal, under appeal*. This accreditation status shall remain in effect until the ACGME makes a final determination on the accreditation status of the program.

Nonetheless, at this time residents and any candidates (applicants who have been invited to interview with the sponsoring institution) must be informed in writing as to the confirmed adverse action taken by the Review Committee on the accreditation status. A copy of the written notice must be sent to the Executive Director of the Review Committee within 21 days of receipt of the Review Committee's Letter of Notification.
 - c. The program will be given the documents before the Review Committee at its confirming the adverse action.
 - d. The documents comprising the program file, the record of the Review Committee's action, together with oral and written presentations to the appeals panel, shall be the basis for the decision of the appeals panel.
 - e. The appeals panel shall meet to review the written record and receive the presentations. The appropriate Review Committee shall be notified of the hearing, and a representative of the Review Committee may attend the hearing in order to be available to the appeals panel to provide clarification of the record.
 - f. Proceedings before an appeals panel are not of an adversary nature as typical in a court of law, but rather provide an administrative mechanism for peer review of an accreditation decision about an educational program. The appeals panel shall not be bound by technical rules of evidence usually employed in legal proceedings.

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- g. The program may not amend the statistical or narrative descriptions on which the action of the Review Committee was based in preparing for an appeal hearing; the file is considered "frozen" at that time with respect to the addition of any information not previously presented to the Review Committee. The appeals procedures limit the appeals panel's jurisdiction to clarification of information at the time when the adverse action was confirmed by the Review Committee. Information about the program subsequent to that time may not be considered in the appeal. Furthermore, the appeals panel shall not consider any changes in the program or descriptions of the program that were not in the record at the time when the Review Committee reviewed the program and confirmed the adverse action.
- h. When there have been substantial changes in a program and/or correction of citations after the date of the confirmed action by the Review Committee, a program should forego an appeal and request a new evaluation and accreditation decision. Such an evaluation shall be conducted in accordance with ACGME procedures, including an on-site survey of the program. The adverse status shall remain in effect until a re-evaluation and an accreditation decision has been made by the Review Committee.
- i. Presentations shall be limited to clarifications of the record and to arguments which address compliance by the program with the published standards for accreditation and the review of the program according to the administrative procedures which govern accreditation of GME programs. The appeals panel shall consider materials and oral arguments based thereon, but shall not consider oral testimony. The duration of the hearing and elements thereof shall be set prior to the hearing by the appeals panel.
- j. The appellant shall communicate with the appeals panel only at the hearing or in writing through the Executive Director of the ACGME.
- k. The appeals panel shall make decisions as to whether substantial, credible, and relevant evidence exists to support the action taken by the Review Committee in the matter that is under appeal. The appeals panel, shall, in addition, decide whether there has been substantial compliance with the administrative procedures which govern the process of accreditation of GME programs.
- l. The program may submit additional written material days after the hearing within a time to be determined by the appeals panel. The intention to submit such material must be made known to the appeals panel at the hearing.
- m. The appeals panel shall make its decisions within 20 days after receipt of additional written material.
- n. The decision of the appeals panel in this matter shall be final. There is no provision for further appeal.
- o. The Executive Director of the ACGME shall, within 15 days following the final decision, notify the program under appeal of the decision of the ACGME.
- p. The appellant is fully responsible for the Appeal Fee as set yearly by the ACGME. Expenses of the appeals panel members and the associated administrative costs shall be shared equally by the appellant and the ACGME.

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North Fulton Regional Hospital Business Plan Proforma Worksheet FY 2002	
Baseline Change / FY 2002 Initiative Program or Tactic	Initiative #2: Clinica De La Mama
Discussion and Notes Relating to Financial Assumptions:	
<ol style="list-style-type: none"> 1) Start date is September 1, 2001 2) Clinica De La Mama will begin directing admissions from to NFRH upon completion of the contract. They have stated that they will shift 100% of their volume from Northside to NFRH which would bring an estimated 1,000 - 1,200 deliveries in the first year. 3) All deliveries will be Medicaid 4) Net Revenue includes estimated DSH payment of <u>\$1,263k in the first year.</u> 5) CDLMs fees are \$578K per year. 6) Variable OCE costs based upon budgeted assumptions of \$115 per APD. 	

08/08/01 01:54:38 PM

From: Austin, Joe
To: Moore, Bill - AMC; Holland, John
CC: Wozniak, Ilona; James, Wes
Sent: 9/26/2008 2:28:23 PM
Subject: RE: Clinica Volumes

June-August Clinica volumes for 2007 and 2008 were 349 and 340, respectively. Based on our flat volume and Bill's decline, this would lead us to believe Clinica is diverting to another program.

Our contract is up for re-negotiation within the next 60-90 days. Wes and I are going to handle this so we will ask some questions during our discussions with Ed and Tracey.

Joe Austin
President & CEO
North Fulton Regional Hospital
3000 Hospital Blvd.
Roswell, GA 30076
Office: 770-751-2515 Fax: 770-751-2912

-----Original Message-----

From: Moore, Bill - AMC
Sent: Thursday, September 25, 2008 1:23 PM
To: Holland, John; Austin, Joe
Subject: RE: Clinica Volumes

We have definitely seen a marked decrease at AMC. We had 311 deliveries during June-August of 2008. That compares to 455 for the same period in 2007 and 450 in 2006. June also marked the time when Clinica fired the Overstreets so I assumed the volume from the clinics they used to staff was being directed to North Fulton. If NFMHC has not seen an increase then we have a problem. Our volume from January through May from Clinica exceeded our previous two year's volume. The drop off had all come in the last three months.

From: Holland, John
Sent: Thursday, September 25, 2008 11:31 AM
To: Austin, Joe; Moore, Bill - AMC
Subject: Clinica Volumes

How have total clinica volumes been doing at your two hospitals over the past three months – please take a look at overall deliveries, not %. Thanks!

John Holland
Senior Vice President, Regional Operations
Southern States Region
Tenet Healthcare Corporation
13737 Noel Road, Dallas, Texas 75240
Office: 469.893.2619 Office Fax: 469.893.8645
email john.holland@tenethealth.com

The information in this communication is confidential and is directed only to the intended recipient. Please do not forward this communication without my permission. If you have received this communication in error, please notify me immediately and delete/destroy this communication.

(North Fulton Regional Hospital):

Actual EBITDA	\$1.422M
Budget EBITDA	<u>\$2.503M</u>
Variance	(\$1.081M)

Consolidated EBITDA for the month of January was \$1.422M as compared to a budget of \$2.503M for a negative variance of (\$1.081M). This represents a 43.2% decline from budget. Significant issues contributing to the unfavorable variances are:

- **Volumes:**
 - OB volumes of 145 were 22.8% lower than budget due to: Clinica de la Mama (physicians Frederick and Scineaux) and North Pointe OB/GYN
 - Growth in Northside and Emory Johns Creek has impacted elective admissions
 - Negative variance in admissions through ED
 - Orthopedics experiencing negative variance due to absence of doctors for one week
 - Continued negative impact of Ophthalmology and G/I shift to an outpatient setting within physician practices
 - Less severe flu season
 - Continued negative impact of Dr Barnett
 - Northwoods Medical (NHE) continues to be plagued by declining volumes and competition from Northside Forsyth

Actions:

- Contacted Clinica leadership and physician to ensure that there is no redirect of business; by month end volumes were up to previous levels; an increased number of deliveries scheduled for February
- Meet with Resurgens (orthopedics) who indicated that there is no relationship issues, just slow volume
- Assisting Spectrum with search for Dr Barnett replacement; have identified candidates for two slots one each in 2008 & 2009
- Developing outreach program for EMT teams and more targeted marketing tactics for ED
- Speaking with current medical staff regarding shifts towards Northside and Emory Johns Creek where admit declines are noticeable
- Speaking with two GI surgeons about practice succession and growth in near term
- Scaling back the Northwoods operations to meet the obligations of the CON and minimize loss
- Facilitated placement of and relationship between one of our core market loyal IM physicians and a large, demographically favorable CCRC in our community; will be expanding this program in 2008
- Developing senior outreach program with specific community targets and engagement strategies
- Engaging a targeted business outreach and contract program for 100 + employee core and PSA market employers

- Meeting with a Marietta vascular group to explore the potential for a satellite office in Roswell or our core market
 - Met with our largest cardiology group to discuss opportunities to work together toward service growth (i.e. increased utilization of cath lab)
- **Net Revenue:**
 - Net patient revenue of \$2,266 per APD (exclusive of the >180 day impact) is 3% below the budget of \$2,336
 - A favorable >180 day adjustment of \$314k brought the per APD revenue in line with budget
 - Overall revenue dollars are negatively impacted by a 7.2% decline in APD, a 4.6% decreased in OP visits and an overall 30% decline in surgeries
 - Rockbridge MSO benefited by appx \$109k in prior period charges posted in January

Actions:

- Business Development continues to meet and work with physicians to build volume
 - Emphasis on a more targeted marketing plan for ED
 - Review the process for uncompensated elective admissions to ensure that proper financial clearance is received
 - Business Development Officer is working with Rockbridge to ensure that charges are processed for billing in a more timely manner
 - Continue to assist in recruiting efforts for lost physicians; recruitment targets have been identified and a strategy has been engaged
- **Expenses:**
 - Negative impact of the consignment inventory reclass
 - SWB dollars in raw terms under budget but FTE's per PAPD were 32 over budget
 - Contract labor increased despite lower volume

Actions:

- Considering a plan to consolidate units during periods of low census
 - Administration and the Region will meet with department directors of units that are over on FTE's and develop plans to bring productivity to acceptable levels
 - Implement a daily review process of productivity by department
 - Review utilization of Contract Labor
 - More closely review of how consignment inventory is handled and developing a policy to reduce future errors
 - Continue to review OCE expenditures for possible reduction of discretionary expenses
 - Broadlane is reviewing the implant and spinal supply costs to ensure that we are within contract and for possible bulk savings

- **Bad Debt:**
 - Higher bad debt due to increase in uninsured

Actions:

- Review the process for Uncompensated elective admissions to ensure that financial clearance process is followed

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of November 1, 2003 (the "Effective Date") between **North Fulton Medical Center, Inc.**, a Georgia corporation, doing business as North Fulton Regional Hospital ("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 North Fulton Regional Hospital ("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.

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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.

Proof of a minimum of one year of prior work experience.

(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.

Proof of attendance at Facility's General Orientation.

Company Staff shall not begin work at Facility until items required in this Section 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.

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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. **Time Records.** Company shall record promptly and maintain all information pertaining to Company's performance of duties under this Agreement. Said documentation shall be submitted to Hospital by the 10th day of the month following the month in which services were rendered to receive payment for the previous month. If the time log is not received within 20 days of the due date, Company will forfeit compensation for the services rendered in the month previous to the time record due date. Said documentation shall be substantially in the form attached as Exhibit B and made a part hereof, and shall contain the information requested by Hospital.

g. **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.

h. **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.

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3. COMPANY'S COMPENSATION.

a. **Fees.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company, as its sole compensation hereunder, a monthly fee of \$37,040 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" and the documentation provided for under Subsection 1.d.

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 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 Good Cause.** At any time during the Term of this Agreement, either party may terminate this Agreement for "Good Cause" (as defined herein) by giving the other party at least 90 days' prior written notice. "Good Cause" means that the arrangement reflected by this Agreement has become unsatisfactory to the terminating party as determined in its sole discretion.

(3) **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided

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such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

(4) **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.

(5) **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

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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:	Statutory limits
Employers' Liability:	\$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

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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)(I) 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.

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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.

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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.

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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 Hospital:	North Fulton Regional Hospital 3000 Hospital Boulevard Roswell, GA 30076 Attn: Chief Executive Officer
with a copy to	Tenet HealthSystem 3350 Riverwood Parkway, Suite 1800 Atlanta, GA 30339 Attn: Regional Director - Operations
and:	Tenet HealthSystem Centre Square, West Tower 1500 Market Street, 34 th Floor Philadelphia, PA 19102 Attn: Regional Counsel - Law Department
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.

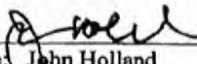
17. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

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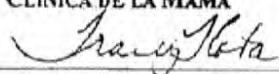
18. **ASSIGNMENT; BINDING EFFECT.** Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null 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.

NORTH FULTON MEDICAL CENTER, INC.
D/B/A NORTH FULTON REGIONAL HOSPITAL

By: 
Name: John Holland
Title: President
Date: 12/30/03

HISPANIC MEDICAL MANAGEMENT, INC.
D/B/A CLINICA DE LA MAMA

By: 
Name: Tracey Cota
Title: Chief Operating Officer
Date: 12-23-03

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EXHIBIT A**DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

Staffing and management services provided by Company shall include:

a. Company, as manager, shall provide sufficient 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 Hospital facility.

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

960 hrs/month (6 employees) @ \$16.50/hr	\$15,840
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b. Company shall: (1) train, manage and supervise all Company Staff; (2) hire and fire all Company staff; (3) determine the salaries, fringe benefits, bonuses, health and disability insurance, workers' compensation insurance, and any other benefits for all Staff; and (4) be responsible for any appropriate disciplinary action required to be taken against Company staff. Notwithstanding the foregoing, Company shall consult with Hospital from time to time as appropriate in connection with the hiring, performance appraisal, discipline and termination of the Company Staff. The two shareholder officers of Company shall closely supervise Company Staff to ensure proper management of the Department.

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

25 hrs/month @ \$150/hr:	\$ 3,750
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2. 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:

240 hrs/month @ \$39.17/hr	\$ 9,400
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3. The two shareholder officers of Company shall develop the following programs based on their years of experience in the medical field and their knowledge and understanding of the cultural issues involved in the Hispanic community:

- a. Consult, design and assist in implementing in conjunction with Hospital an awareness campaign of the medical and hospital facilities available in the metro Atlanta Hispanic community.
- b. Plan, design and implement community healthcare outreach programs in conjunction with Hospital in the Hispanic community.

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

12 hrs/month @ \$150/hr:	\$ 1,800
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4. Based on the two shareholder officers' awareness of the medical needs and cultural issues involved in the Hispanic community, classes will be developed, literature will be reviewed for instructional use, and experienced bilingual instructors will be supervised to provide the following:
 - a. Independently, and in conjunction with Hospital, design and teach prenatal, newborn care and breast feeding classes for Spanish speaking patients, as well as provide support literature in Spanish to patients and family attending these classes.
 - b. Provide educational literature in Spanish for prenatal, postnatal, postpartum.

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

80 hrs/month @\$62.50/hr

\$ 5,000

5. Provide pre-registration, registration, admissions and determination of Medicaid eligibility, as well as provide assistance to eligible patients for their application for Medicaid. Ensure that all Hispanic patients needing assistance in the Hospital are assigned a bilingual representative for the duration of their admission in the Facility. As part of this process, assist patients needing help with the Medicaid application process, either before or after discharge. Provide Hospital with demographic and billing information prior to admission for all patients Company knows will be admitted to the Facility.

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

80 hrs/month @\$15.63/hr

\$ 1,250

Confidential - Not Subject to FOIA

EXHIBIT B

HISPANIC MEDICAL MANAGEMENT ("Company") ACTIVITY LOG

Hispanic Patient Translation and Administrative Services
(TITLE OF SERVICE)Number of Calendar Months Remaining
in the Agreement Term: _____

[PLEASE PRINT OR TYPE ALL INFORMATION]

DESCRIPTION OF SERVICES PERFORMED BY COMPANY STAFF AND/OR OF PROGRAMS DEVELOPED BY COMPANY'S OFFICERS AND/OR MEETINGS WITH INDIVIDUALS THAT PERTAINED TO DUTIES AS DESCRIBED IN THE AGREEMENT (INCLUDE PLACE OF PERFORMANCE)	Date Performed	Time Expended	Purpose or Results of Performance	Miscellaneous Comments
1. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
2. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
3. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____

PAGE ____ OF ____ OF ACTIVITY LOG - MONTH OF _____, 20__
(use additional pages as necessary)

TENET-OIG-00000131

TENET-OIG-00000131

DESCRIPTION OF SERVICES PERFORMED BY COMPANY STAFF AND/OR OF PROGRAMS DEVELOPED BY COMPANY'S OFFICERS AND/OR MEETINGS WITH INDIVIDUALS THAT PERTAINED TO DUTIES AS DESCRIBED IN THE AGREEMENT (INCLUDE PLACE OF PERFORMANCE)	Date Performed	Time Expended	Purpose or Results of Performance	Miscellaneous Comments
9. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
10. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
TOTAL				

By signing this document, 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.

HISPANIC MEDICAL MANAGEMENT:

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

Signature

Date

APPROVED BY CFO:

Signature

Date

PAGE ____ OF ____ OF ACTIVITY LOG - MONTH OF _____, 20____
(use additional pages as necessary)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of November 1, 2006, or the execution of the Agreement by both parties (the "Effective Date") between North Fulton Medical Center, Inc., a Georgia corporation, doing business as North Fulton Regional Hospital ("Hospital") and Hispanic Medical Management, Inc., a Georgia corporation, doing business as Clinica de la Mama ("Company").

RECITALS:

A. Hospital is in need of translation and administrative services for its Hispanic patients (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 AND COMPANY STAFF 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 ("Joint Commission"), 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 Physician if, in the CEO's best judgment, such removal is in the best interests of Hospital. Company hereby agrees to immediately remove any such Physician upon receipt of the CEO's request.

c. **Company Staff Required Documentation.** Company shall provide competent Company Staff to meet Hospital's needs with regard to Hispanic speaking patients. Documentation 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, which licensure and certifications, if any, must be presented to Hospital by Company Staff upon reporting for work, per Hospital guidelines.

(2) Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.

(3) 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.

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.

Job Description signed by Company Staff.

(8) Proof of each Company Staff's competency to provide the Services shall be provided to Hospital on a quarterly basis.

Company Staff shall not begin work at Hospital until items required in this Subsection 1.d. (1) through (7) are provided to and approved by the Hospital's Human Resources Director or designee.

d. Company Staff Required Screenings, Background Investigation, Orientation, Education, and Privacy Videotape.

(1) Hospital's Employee Health Nurse shall provide to each Company Staff, at Hospital's expense, an occupational health screening/service to include PPD or chest x-ray, drug screen, fit test, color blindness evaluation, hepatitis vaccination offering, 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. Such health screening/service 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/services shall be provided to Hospital's Human Resources Director or 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. A complete background investigation will include, 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 a sexual offender and, if requested by Hospital, in any child abuse registry, (3) evidence that Company Staff is eligible to participate in all federal and state health programs and verification that Company Staff is not on the OIG or GSA exclusion list, and (4) any other element required by Hospital to meet state law requirements. Results of the background investigation shall be provided to Hospital's Human Resources Director or designee prior to any Company Staff providing Services at Hospital.

(3) All Company Staff shall attend Hospital's General Orientation prior to providing Services at Hospital.

(4) All Company Staff shall complete Hospital's annual education requirements and annual ethics training.

(5) Prior to providing any Services at Hospital, all Company Staff shall view a videotape (the "Video") regarding Hospital's patient information privacy policies and practices in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. Hospital shall maintain the training record for a minimum of six (6) years, including, without limitation, the date and time each Company Staff viewed the Video and the score each Company Staff received on the questions at the end of the Video (the "Training Records").

(6) Hospital's Women's Health Director will provide Company with an evaluation of each Company Staff's performance on an annual basis.

e. **Patient Satisfaction Surveys.** Company shall conduct patient satisfaction surveys on a monthly basis. Results of such surveys will be made available to Hospital 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 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; (iv) All Company Staff shall provide interpretation services only pursuant to this Agreement and no Company Staff shall offer advice or make recommendations at any time regarding medical care to any patient or patient's family.

2. **COMPANY'S COMPENSATION.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company, as its sole compensation hereunder, a monthly fee of Thirty-seven Thousand Six Hundred Ninety-two and 00/100 Dollars (\$37,692.00) payable within 15 business day 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 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.

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) failure by Company to maintain the insurance required under this Agreement; (iii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or (iv) 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)(I) 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. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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

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 in the county where the Hospital is physically located, 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 of arbitration shall be borne equally by both parties but the losing party shall pay the prevailing party's reasonable attorneys fees. The provisions set forth herein shall survive expiration or other termination of this Agreement.

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 has received, read, understood, and shall abide by Tenet's Code 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. A summary of Tenet's Compliance Program and a link to Tenet's policies and procedures shall be provided to Company upon request. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

**NORTH FULTON MEDICAL CENTER, INC.
D/B/A NORTH FULTON REGIONAL HOSPITAL**

By: David Anderson
Name: David Anderson
Title: Interim CEO
Date: 10/30/06
Address: 3000 Hospital Boulevard
Roswell, GA 30076

**HISPANIC MEDICAL MANAGEMENT, INC.
D/B/A CLINICA DE LA MAMA**

By: Tracey Cota
Name: Tracey Cota
Title: C.O.O.
Date: 10-30-06
Address: 5127 Jimmy Carter Boulevard
Norcross, GA 30093

EXHIBIT A**DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

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

Translation Services: Company, as manager, shall provide bilingual Company Staff twenty-four (24) hours per day, seven (7) days per week as specified 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.

Two interpreters Monday through Friday from 7 a.m. until 11 p.m.

Two interpreters Monday through Friday from 11 p.m. until 7 a.m.

One interpreter Saturday and Sunday, 24 hr/day

1,248 hours/month @ \$16.50/hour

\$20,592 per month

Oversight, management, benefits

\$2,000 per month

DOCUMENTATION REQUIRED: Company Staff shall clock in and out from work at Hospital's time clocks. Time Records will be maintained by Hospital's administration department. If during any month, Company Staff fail to clock a total of 1,220 hours, Hospital will deduct \$16.50/hour from Company's compensation for each hour Company is short.

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.

280 hours/month @ \$30/hour

\$ 8,400 per month

DOCUMENTATION REQUIRED. Hospital's Women's Health Director will forward to Hospital's administration department the daily work sheets completed by the Company Staff that will show compliance with this duty. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

Other Services shall include:

- a. Company shall provide pre-natal work-up on each mother at thirty-two (32) weeks to Hospital's Women's Health Director.

- b. Company shall provide complete information from Company's records to Hospital's Admissions Department for pre-registration of each patient.
- c. Company will certify to Hospital's Health Information Management Department that all information required by the State for the baby's birth certificate is complete.

140 hours/month @ \$30/hour

\$ 4,200 per month

DOCUMENTATION REQUIRED. Company's compliance with a. through c. above will be tracked by Hospital's Women's Health Director, Hospital's Admissions Manager, and Hospital's Health Information Management Director, respectively. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

- 3. **Education.** Based on the two shareholder officers' awareness of the medical needs and cultural issues involved in the Hispanic community, Company shall provide experienced bilingual instructors to design and teach prenatal, newborn care, and breast feeding classes for Hispanic patients and their family members, and also provide educational materials in Spanish for prenatal, postnatal, postpartum patients.

40 hours/month @ \$62.50/hour

\$ 2,500 per month

DOCUMENTATION REQUIRED. Company shall provide Hospital with a schedule of classes conducted each month, including a roster of attendees at each class. Company shall also provide Hospital with a copy of instructor's timesheet for each class. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of December 1, 2009, or the execution of the Agreement by both parties (the "Effective Date") between **North Fulton Medical Center, Inc.**, a Georgia corporation, doing business as North Fulton Regional Hospital ("Hospital") and **Hispanic Medical Management, Inc.** doing business as Clinica de la Mama ("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 Company Staff who are a minimum of Twenty-One (21) years old 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 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 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 competent Company Staff to meet Hospital's needs with regard to Hispanic speaking patients. Documentation 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 a minimum of one year of medical interpretation experience in a healthcare setting.

(2) Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.

(3) 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.

(4) One professional reference.

(5) 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.

(6) Job Description signed by Company Staff.

(7) Proof of each Company Staff's competency to provide the Services shall be provided to Hospital on an annual basis.

Company Staff shall not begin work at Hospital until items required in this Subsection 1.c. (1) through (7) are provided to and approved by the Hospital's Human Resources Director or designee.

d. Company Staff Required Screenings, Background Investigation, Orientation, Annual Education, Ethics and Compliance Training, Privacy Videotape and Dress Code. Company shall require all Company Staff to comply with the following Hospital requirements:

(1) Hospital's Employee Health Nurse shall provide to each Company Staff, at Hospital's expense, an occupational health screening/service 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. Such health screening/service 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/services shall be provided to Hospital's Human Resources Director or designee prior to any Company Staff providing Services at Hospital.

(2) Hospital, at Hospital's expense, shall conduct a 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: (1) 7-year criminal background check in current and previous counties of residence and employment; (2) confirmation that each Company Staff is not listed as a sexual offender; (3) 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 (4) any other element required by Hospital to meet state law requirements. Results of the background screening shall be

provided to Hospital's Human Resources Director or designee prior to any Company Staff providing Services at Hospital.

(3) All Company Staff shall attend Day 1 of Hospital's General Orientation.

(4) All Company Staff shall attend Hospital's annual education program, complete required testing, and achieve a passing score (as defined by Hospital from time to time).

(5) All Company Staff shall complete Hospital's annual ethics and compliance training.

(6) All Company Staff shall view a videotape regarding Hospital's patient information privacy policies and practices in its entirety, complete required testing, and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the videotape.

(7) All Company Staff shall abide by the Hospital's standardized uniform policy.

e. **Patient Satisfaction Surveys.** Company shall conduct patient satisfaction surveys on a monthly basis. Results of such surveys will be made available to Hospital 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 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; and (iv) all Company Staff shall provide interpretation services only pursuant to this Agreement and no Company Staff shall offer advice or make recommendations at any time regarding medical care to any patient or patient's family.

2. **Company Staff Evaluation and Competency**

a. Hospital's Women's Health Director will provide Company with an evaluation of each Company Staff's performance on an annual basis.

b. Hospital will 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, as its sole compensation hereunder, a monthly fee of Thirty-Four Thousand, Six Hundred Ninety-Two and 00/100 Dollars (\$34,692.00) payable within 15 business days 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 one (1) year 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 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.

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(v)(1)(I) 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; 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.

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 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 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 make available to its employees providing services to Hospital the Standards of Conduct and information concerning Tenet's Compliance Program. 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 performing 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>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, 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 6, 8, 9, 10, and 11 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

NORTH FULTON MEDICAL CENTER, INC.
d/b/a **NORTH FULTON REGIONAL HOSPITAL**

By: 
Name: Deborah C. Keel
Title: Chief Executive Officer
Date: 12/4/09
Address: 3000 Hospital Boulevard
Roswell, GA 30076

HISPANIC MEDICAL MANAGEMENT, INC.
d/b/a **CLINICA DE LA MAMA**

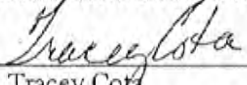
By: 
Name: Tracey Cota
Title: Chief Operating Officer
Date: 12/11/09
Address: 5127 Jimmy Carter Boulevard
Norcross, GA 30093

EXHIBIT A**DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

- Staffing and management services provided by Company shall include:

Translation Services: Company, as manager, shall provide bilingual Company Staff twenty-four (24) hours per day, seven (7) days per week as specified 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.

Two interpreters Monday through Friday from 7 a.m. until 11 p.m.

Two interpreters Monday through Friday from 11 p.m. until 7 a.m.

One interpreter Saturday and Sunday, 24 hr/day

1,248 hrs/mo @ \$16.50/hr.

\$20,592 per month

Oversight, management, benefits

\$1,650 per month

DOCUMENTATION REQUIRED: Company Staff shall clock in and out from work at Hospital's time clocks. If any Company Staff fails to clock in or out on any given day, Company Staff's time for that day will be forfeited. Time Records will be maintained by Hospital's administration department. If during any month, Company Staff fail to clock a total of 1,248 hours, Hospital will deduct \$16.50/hour from Company's compensation for each hour Company is short.

- 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.

275 hours/month @ \$30/hour

\$8,250 per month

DOCUMENTATION REQUIRED. Hospital's Women's Health Director will forward to Hospital's administration department the daily work sheets completed by the Company Staff that will show compliance with this duty. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

B

Other Services shall include:

- a. Company shall provide pre-natal work-up on each mother at thirty-two (32) weeks to Hospital's Women's Health Director.
- b. Company shall provide complete information from Company's records to Hospital's Admissions Department for pre-registration of each patient.
- c. Company will certify to Hospital's Health Information Management Department that all information required by the State for the baby's birth certificate is complete.

140 hours/month @ \$30/hour

\$4,200 per month

DOCUMENTATION REQUIRED. Company's compliance with a. through c. above will be tracked by Hospital's Women's Health Director, Hospital's Admissions Manager, and Hospital's Health Information Management Director, respectively. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

B

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of March 11, 2011, or the execution of the Agreement by both parties (the "Effective Date") between North Fulton Medical Center, Inc., a Georgia corporation, doing business as North Fulton Hospital ("Hospital") and Cota Medical Management Group, Inc., doing business as Clinica de la Mama ("Company").

RECITALS:

A. Hospital is in need of translation and administrative services (the "Services"), and is in need of an experienced individual 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 Company Staff who are a minimum of twenty-one (21) years old 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 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 competent Company Staff to meet Hospital's needs with regard to Hispanic speaking patients. Documentation 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 a minimum of one year of medical interpretation experience in a healthcare setting.

(2) Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.

(3) 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.

(4) One professional reference.

(5) 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.

(6) Job Description signed by Company Staff.

(7) Proof of each Company Staff's competency to provide the Services shall be provided to Hospital on an annual basis.

Company Staff shall not begin work at Hospital until items required in this Subsection 1.c. (1) through (7) are provided to and approved by the Hospital's Human Resources Director or designee.

d. Company Staff Required Screenings, Background Investigation, Orientation, Annual Education, Ethics and Compliance Training, Privacy Videotape and Dress Code. Company shall require all Company Staff to comply with the following Hospital requirements:

(1) Hospital's Employee Health Nurse shall provide to each Company Staff, at Hospital's expense, an occupational health screening/service 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. Such health screening/service 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/services shall be provided to Hospital's Human Resources Director or designee prior to any Company Staff providing Services at Hospital.

(2) Hospital, at Hospital's expense, shall conduct a 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:

(1) 7-year criminal background check in current and previous counties of residence and employment; (2) confirmation that each Company Staff is not listed as a sexual offender; (3) 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 (4) any other element required by Hospital to meet state law requirements. Results of the background screening shall be provided to Hospital's Human Resources Director or designee prior to any Company Staff providing Services at Hospital.

(3) All Company Staff shall attend Day 1 of Hospital's General Orientation.

(4) All Company Staff shall attend Hospital's annual education program, complete required testing, and achieve a passing score (as defined by Hospital from time to time).

(5) All Company Staff shall complete Hospital's annual ethics and compliance training.

(6) All Company Staff shall view a videotape regarding Hospital's patient information privacy policies and practices in its entirety, complete required testing, and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the videotape.

(7) All Company Staff shall abide by the Hospital's standardized uniform policy.

e. **Patient Satisfaction Surveys.** Company shall conduct patient satisfaction surveys on a monthly basis. Results of such surveys will be made available to Hospital 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 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; and (iv) all Company Staff shall provide interpretation services only pursuant to this Agreement and no Company Staff shall offer advice or make recommendations at any time regarding medical care to any patient or patient's family.

2. **Company Staff Evaluation and Competency**

a. Hospital's Women's Health Director will provide Company with an evaluation of each Company Staff's performance on an annual basis.

b. Hospital will 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, as its sole compensation hereunder, a monthly fee of Sixteen Thousand, Two Hundred Twelve and 00/100 Dollars (\$16,212.00) **plus** \$67.60 per Eligibility Determination Screening conducted 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.

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(v)(1)(I) 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.

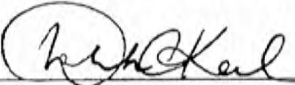
14. **COMPLIANCE OBLIGATIONS.** Company represents that it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute 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>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, 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 6, 8, 9, 10 and 11 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

**NORTH FULTON MEDICAL CENTER, INC.
d/b/a NORTH FULTON HOSPITAL**

By: 
Name: Deborah C. Keel
Title: Chief Executive Officer
Date: 3/9/11
Address: 3000 Hospital Boulevard
Roswell, GA 30076

**COTA MEDICAL MANAGEMENT GROUP, INC.
d/b/a Clinica de la Mama**

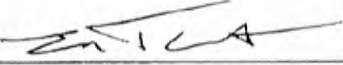
By: 
Name: Ed T. Cota
Title: Chief Executive Officer
Date: 3-6-2011
Address: 936 Holcomb Bridge Road
Roswell, GA 30076

EXHIBIT A**DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

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

Translation Services: Company, as manager, shall provide bilingual Company Staff twenty-four (24) hours per day, seven (7) days per week as specified 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.

One interpreter Monday through Friday from 7 a.m. until 11 p.m.*
 One interpreter Monday through Friday from 11 p.m. until 7 a.m.*
 One interpreter Saturday and Sunday, 24 hr/day

728 hrs/mo @ \$16.50/hr.

\$12,012 per month

* 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 Staff shall clock in and out from work at Hospital's time clocks. If any Company Staff fails to clock in or out on any given day, Company Staff's time for that day will be forfeited. Time Records will be maintained by Hospital's administration department. If during any month, Company Staff fail to clock a total of 728 hours, Hospital will deduct \$16.50/hour from Company's compensation for each hour Company is short.

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.

\$67.50 per Eligibility Determination Screening Conducted

DOCUMENTATION REQUIRED. Hospital's Women's Health Director will forward to Hospital's administration department the daily work sheets completed by the Company Staff that will show compliance with this duty. Hospital will monitor Company's

B

fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

Other Services shall include:

- a. Company shall provide pre-natal work-up on each mother at thirty-two (32) weeks to Hospital's Women's Health Director.
- b. Company shall provide complete information from Company's records to Hospital's Admissions Department for pre-registration of each patient.
- c. Company will certify to Hospital's Health Information Management Department that all information required by the State for the baby's birth certificate is complete.

140 hours/month @ \$30/hour

\$4,200 per month

DOCUMENTATION REQUIRED. Company's compliance with a. through c. above will be tracked by Hospital's Women's Health Director, Hospital's Admissions Manager, and Hospital's Health Information Management Director, respectively. Hospital will monitor Company's fulfillment of this obligation via a quarterly reconciliation conducted through the Performance Improvement ("PI") process.

B

Message

Page 1 of 2

Allen, Pat

Clinica

From: Reeves, Jeanne
Sent: Monday, August 22, 2005 5:52 PM
To: Sneed, Larry; Allen, Pat
Cc: Holland, John; Zilkow, Jon; Rowland, Barbara
Subject: RE: Clinical Contract

I have questions concerning the original and most recent agreement as follows:

I. Exhibit A Description of Duties and Responsibilities Item 1 Section a and b.....I would like to know what FMV is for these services in the Atlanta market. There are several organizations that provide this service and I would like to see what they charge. \$150 /hr seems steep considering we do not provide that service in HR at that cost.

In addition I would suggest we move to require certification for the Interpreters - Again, there are several agencies in the Atlanta metro area that provide such a service and at varying costs. OB is such a High Risk Malpractice environment and some literature indicates that in Culturally diverse populations there is a higher percentage of litigation due to breakdown in interpretations. I would like to have a little more rigid requirement here. We require certain competencies and certifications for other services so why be different for Interpreters when there is aa known increased risk?

Documentation required: I agree that Payroll needs to be exampled. but let's also include weekly communication tool that was developed to address concerns more timely.

II. Why is there a **separate** fee for determining eligibility for PeachCare Item 2 and Item 5 (which is **assisting** with application)? Shouldn't the eligibility and processing of the registration and application be comparable? Again, a FMV question.....

Documentation required - there has not been a PI indicator established for this process.....that was to be provided by Clinica.....not developed by the facility. We do not receive any listing of patients applied for and granted or not granted.

III. Section 3 Item A. To my knowledge we(facility) have never been included to represent Hospital at any Hispanic marketing, Promotional event.

Documentation required: The logs submitted in the past are **incomplete**. In any marketing analysis, The purpose and the results of meeting should be noted. therefore I would expect to see material such as Flyers, number of participants with rosters (if applicable), digital photo of event, attachment of (English version) of Radio "spot".

In addition I would expect to see a more variable outreach.....the following events are rotated robotically (Planeta X radio, Mexican Consulate, various apartment complexes, Walmart). One thing to note, the Hispanic Community is known to participate heavily in church events...there are no Church events programmed into the past several years of "marketing" .

again, I question FMV for services rendered in this category

IV. Section 4 Item a,b. We do not have any educational material provided to the Clinica Patients that have been developed by Clinica. All materials are in their Clinic only....although the agreeemnt states specifically pre-natal, postnatal and postpartum. In addition Brest Feeding, Joyce provides all material from her literature sources that is then translated by the Interpreters.....clinica to date has not provided any education material.

Documentation required: Again, Clinica needs to develop the PI Indicator that addresses patients responses, evidence of education. Either by survey or completion of document in pre-registration packet etc.

Again, FMV at \$62.50/hr? For educational materials?

If the number of interpreters goes to 8 obviously we will pay accordingly...however, I have many questions and concerns

8/23/2005

Message

Page 2 of 2

about what we really are getting for over 1/2 million expense per year.

John/Jon, Please advise.....

Jeanne Reeves
Chief Nursing Officer
North Fulton Regional Hospital
W) 770-751-2587
F) 770-751-2912
e-mail- jeanne.reeves@tenethealth.com

"There's something wonderfully rewarding in being part of an effort that does make a difference"
Author-Brian O'Connell

The information in this communication is confidential and is directed only to the intended recipient. Please do not forward this communication without my permission. If you have received this communication in error, please notify me immediately and delete/destroy this communication.

-----Original Message-----

From: Sneed, Larry
Sent: Monday, August 22, 2005 4:37 PM
To: Allen, Pat
Cc: Holland, John; Zilkow, Jon; Reeves, Jeanne; Rowland, Barbara
Subject: Clinical Contract
Importance: High

Pat, please prepare a renewal package for the Clinica contract. The terms and all stipulations will stay the same in the contract with the following exception:

On Exhibit A: Description of Duties and Responsibilities Item 1, paragraph a:

We will increase the number of interpreters by two to a total of 8 employees. That will bring the total to 1280 hours monthly for a fee of \$21,120 monthly.

Justification for the change: Women's Health Services has experienced an 18% increase in total volume this year, largely due to increased referrals of Hispanic patients to our facility. The addition of 2 interpreters will allow for 24/7 coverage in the Women's Health area and provide an additional resource during peak hours to cover the Emergency Department and other units within the hospital. We fully expect the trend in growth to continue over the next year. The increase volume supports the financial resources necessary to increase the coverage for interpretive services in the hospital.

We are now about 60 days out from the contract expiration. Let's get this one moving as quickly as possible through the ECats approval process. Please make it a priority! THANKS!

Larry Sneed
Assistant Administrator
North Fulton Regional Hospital
3000 Hospital Blvd.
Roswell, GA 30075
TEL: 770-751-2908
FAX: 770-751-2912

The information in this communication is confidential and is directed only to the intended recipient. Please do not forward this communication without my permission. If you have received this communication in error, please notify me immediately and delete/destroy this communication.

8/23/2005

Confidential - Not Subject to FOIA

TENET-OIG-00006313
TENET-OIG-00006313



Stub-Year Performance Review

Employee Name: John Quinn	Title: CEO
Department/Facility: Spalding Regional/Sylvan Grove	Location: Griffin, GA
Supervisor: Greg Burfitt	Date in Position Oct 1, 2003
Salary Manager (Dept. Head):	Review Period: From 6/03 to 12-31-03

TO BE COMPLETED BY EMPLOYEE AND REVIEWED BY MANAGER

Performance Planning and Development for FY 04 - Describe personal goals for FY 2004 below. At least two of the goals should be specifically oriented around one or more of the 5 Pillars of Target 100 Service Excellence. In planning personal development goals for FY 2004, focus on building upon strengths and addressing areas for which improvement is needed.

Goal #1: Solidify Management Team (People)	Weight (Optional) =
Actions I will take to achieve this goal: Fill HRD and CFO Vacancies. Mentor new DBD and fill Marketing Director Position. Implement Management Development Training for Directors and Supervisors	Target Completion Date: How Measured: Positions filled and effectiveness of team

Goal #2 Strengthen Medical Staff Relationship and Commitment	Weight (Optional) =
Actions I will take to achieve this goal: Frequent contact in formal and informal meetings and social interactions Identify and develop medical staff leaders Recruit orthopedic surgeon, general surgeon, and neurologist. Reduce chart deficiencies and decrease DNFB	Target Completion Date: How Measured: Physician satisfaction survey, medical staff involvement in committees, increased volume

Goal #3: Increase Market Share and grow market area (Growth)	Weight (Optional) =
Actions I will take to achieve this goal Implement Clinic de la Mama program Redirect and/or recruit MD to South Henry County (Locust Grove) and South Clayton County (Lovejoy). Marketing, public relations and civic involvement in surrounding counties Obtain CON for Rehab/and facility expansion Business development task force	Target Completion Date: How Measured: Volume Growth

Goal #4: Reduce Contract Labor and Turnover (Cost and People)	Weight (Optional) =
Actions I will take to achieve this goal: Hire new HRD and redevelop Human Resource Department Implement aggressive recruitment to fill RN vacancies in ED and ICU. Improve orientation and establish mentoring program	Target Completion Date: How Measured: Contract labor cost Turnover rates



Goal #5: Improve ED Patient Satisfaction and Maintain 4 Star Hospital Status	Weight (Optional) =
Actions I will take to achieve this goal: Expectations established for ED physician group Process improvement team established, CEO will be involved Reduce Contract labor and improve culture	Target Completion Date: How Measured: ED Pt. Satisfaction above Tenet Average LWBS less than 2%

Goal 6 Quality

- Successful JCAHO Survey
- Manage Implementation of Commitment to Quality to assure maximum value
- Improvement in reported CMS quality indicators

TO BE COMPLETED BY SUPERVISOR

Stub Year Performance Rating - Rate the employee's overall performance for the period June 1, 2003 through December 31, 2003. If there has been no significant change in the employee's performance since his/her last performance evaluation, you may use the prior evaluation score. If there has been a significant improvement or decline in the employee's performance since his/her last performance evaluation, document those changes in the Supervisor Comments box. For a Rating of 2.0 or lower, attach a performance development plan. **Note:** If the employee has no prior performance evaluation, complete the full evaluation form found on the Compensation home page of eTenet.

Merit Scale

Rating	Merit Scale
Regularly and significantly <i>exceeded all expectations.</i>	5
<i>Always met</i> and <i>frequently exceeded</i> expectations.	4
<i>Always met</i> expectations.	3
<i>Usually met</i> but <i>occasionally fell below</i> expectations.	2
<i>Frequently fell below</i> expectations. Needs immediate improvement.	1

Overall Rating
Merit Rating =



Supervisor Comments:

Employee Comments:

Employee's Signature

Date

Supervisor's Signature

Date

Salary Manager's Signature

Date

Human Resources Signature

Date

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of ^{April} February 1, 2004 (the "Effective Date") between TENET HEALTHSYSTEM SPALDING, INC., a Georgia corporation, doing business as Spalding Regional Medical Center ("Hospital") and HISPANIC MEDICAL MANAGEMENT, INC., a Georgia corporation, doing business as Clínica de la Mama ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Spalding Regional 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

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3/1/2004

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.

(10) Proof of attendance at Facility's General Orientation.

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3/1/2004

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.

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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 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 Good Cause.** At any time during the Term of this Agreement, either party may terminate this Agreement for "Good Cause" (as defined herein) by giving the other party at least 90 days' prior written notice. "Good Cause" means that the arrangement reflected by this Agreement has become unsatisfactory to the terminating party as determined in its sole discretion.

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(3) **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.

(4) **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.

(5) **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

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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:	Statutory limits
Employers' Liability:	\$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.

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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)(I) 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

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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

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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.

c. **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 Spalding 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

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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 Hospital: Spalding Regional Medical Center 601
South 8th Street
Griffin, GA 30224
Attn: Chief Executive Officer

with a copy to: Tenet Southern States, Atlanta Office
3350 Riverwood Parkway, Suite 1800
Atlanta, GA 30339
Attn: Regional Director - Operations

and: Tenet Pennsylvania Market, Philadelphia Office
Centro Square, West Tower
1500 Market Street, 34th Floor
Philadelphia, PA 19102
Attn: Regional Counsel - Law Department

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.

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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 SPALDING, INC.
d/b/a Spalding Regional Medical Center

By: John Quinn
John Quinn
President
Date: 3/2/04

HISPANIC MEDICAL MANAGEMENT, INC.
d/b/a Clinica de la Mama

By: Tracey Cota
Tracey Cota
Chief Operating Officer
Date: 3-2-04

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Spalding Regional Medical Center

South Eighth Street
P.O. Drawer V
Griffin, GA 30224
tel: 770.228.2721

June 29, 2004

Ms. Tracey Cota
Chief Operating Officer
Hispanic Medical Management, Inc.
5139 Jimmy Carter Blvd., Suite 205
Norcross, GA 30093


Dear Tracey:

As follow up to our meeting yesterday, I have attached an agreement of Mutual Termination for your signature. This document will serve to terminate the agreement between Tenet HealthSystems Spalding, Inc. and Hispanic Medical Management, Inc. that we entered into as of April 1, 2004.

I want to thank you for the efforts that you have put forward to make this project work. I appreciate the frankness with which you and Ed have discussed the barriers that we have uncovered that will prevent this program from achieving the goals that were originally conceived. I believe that it is the best interest of both of our organizations to discontinue our efforts toward this project and terminate our agreement.

I would ask you to please review all of the work that your organization has completed relative to the terms of this agreement and present to me a final accounting of the services provided. Please do not hesitate to contact me if you have any questions or need to discuss this matter further.

Sincerely,


John Quinn
Chief Executive Officer





SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of October 27, 2006, or the execution of the Agreement by both parties (the "Effective Date") between Hilton Head Health Systems, L.P., doing business as Hilton Head Regional Medical Center ("Hospital") and Hispanic Medical Management, Inc., doing business as Clinica de la Mama ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Hilton Head Regional Medical Center ("Facility"), located in South Carolina ("State") and is in need of translation and administrative 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 agrees 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. **Records and Reports** Company shall record promptly 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.

c. 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.

f. Representations and Warranties. Company represents and warrants to Hospital, upon execution and while this Agreement is in effect, 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, and voluntarily 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.

(4) All Company Staff shall provide interpretation services only and no Company Staff shall offer advice or make recommendations at any time regarding medical care to any patient or patient's family member.

2. COMPANY'S COMPENSATION.

a. Fees. For the Services rendered pursuant to this Agreement, Hospital shall pay Company as its sole compensation hereunder, as attached in Exhibit A, payable within 15 business days of receipt of written documentation of the performance of the Services provided, however, that no payment shall be made under this Subsection until the CEO has approved the documentation described in Subsection 1.d. 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 provided for under Subsection 1.d. of this Agreement.

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 each Company Staff Member. 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 initial term of this Agreement ("Initial Term"), shall be one (1) year 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.

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:

(1) the failure of Company or Company Staff to make a timely disclosure required pursuant to Section 9 hereof;

(2) 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;

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

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

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

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

(7) Company may cure such breach caused by any Company Staff under this Subsection 4.c.(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.

c. **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.

d. **Termination During the First Twelve Months of Initial Term.** In the event this Agreement is terminated during the first twelve months of the Initial Term, the parties shall be prohibited from entering into an arrangement for the Service with each other until after the expiration of the first 12 months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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 each 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 Staff provides the Services. However, Company shall require all Company Staffs to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. As independent contractors, Company and Company Staff retain the right to engage in the private practice of medicine, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. 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, professional liability insurance covering Company, all Company Staffs 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:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance 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. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement and Company shall provide Hospital a certificate of insurance evidencing such coverage.

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)(I) 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. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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

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 in the county where the Hospital is physically located, 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 of arbitration shall be borne equally by both parties but the losing party shall pay the prevailing party's reasonable attorneys fees. The provisions set forth herein shall survive expiration or other termination of this Agreement.

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

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, 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. A summary of Tenet's Compliance Program and a link to Tenet's policies and procedures shall be provided to Company upon request. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

**HILTON HEAD HEALTH SYSTEMS LP
D/B/A HILTON HEAD REGIONAL MEDICAL CENTER**

By: 
Name: Elizabeth Lamkin
Title: President and CEO
Date: 11/7/06
Address: 25 Hospital Center Boulevard
P. O. Box 21117
Hilton Head Island, SC 29925

**HISPANIC MEDICAL MANAGEMENT, INC.,
D/B/A CLINICA DE LA MAMA**

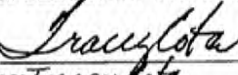
By: 
Name: Tracey Lota
Title: G.O.C.
Date: 11-7-06
Address: 5127 Jimmy Carter Boulevard
Norcross, GA 30093

EXHIBIT A
DESCRIPTION OF DUTIES AND RESPONSIBILITIES

Staff and management services provided by Company shall include:

1. **Translation Services:** Company, as manager shall provide certified, bilingual Company Staff twenty-four(24) hours per day and seven (7) days per week as specified 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 in all necessary patient care areas; including but not limited to, Women's Health, Operative Services, and the Emergency Department.

730 hours/ month @ \$17.49/ hour	\$12,768
One interpreter Monday through Friday , 24 hr/day	
One interpreter Saturday and Sunday, 24 hr/day	
Management Fee per month	\$ 1,750

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. If during any month, Company Staff fail to clock a total of 730 hours, Hospital will deduct \$17.49 per hour from Company's compensation for each hour Company is short.

2. **Eligibility Determination Services:** Obtain all necessary patient information to determine the eligibility of Hispanic children patients for Medicaid 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 to cover hospital Services.

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

64 hours per month @\$30.00 /hour	\$ 1,920
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Documentation Required: Hospital's Women's Health Director will forward to Hospital's Administration Department the daily work sheets completed by the Company Staff that will show compliance with this duty.

3. **Other Services shall include:**

- a. Company shall provide pre-natal information work up on each mother at thirty-two (32) weeks to Hospital's Women's Health Director.
- b. Company shall provide complete information from company's records to Hospital's Admissions Department for pre-registration of each patient.
- c. Company will certify to Hospital's Health Information Management Department that all information required by the State for the baby's birth certificate is complete.

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

70 hours per month @ \$20.00/hour	\$ 1,400
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Documentation required: company's compliance with "a." through "c." above will be tracked by Hospitals Women's Health Director, Hospital's Admissions Manager and Hospital's Health Information Management Director, respectively.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of October 27, 2006, or the execution of the Agreement by both parties (the "Effective Date") between Hilton Head Health Systems, L.P., doing business as Hilton Head Regional Medical Center ("Hospital") and Hispanic Medical Management, Inc., doing business as Clinica de la Mama ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Hilton Head Regional Medical Center ("Facility"), located in South Carolina ("State") and is in need of translation and administrative 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 agrees 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. **Records and Reports** Company shall record promptly 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.

c. 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.

f. Representations and Warranties. Company represents and warrants to Hospital, upon execution and while this Agreement is in effect, 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, and voluntarily 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.

(4) All Company Staff shall provide interpretation services only and no Company Staff shall offer advice or make recommendations at any time regarding medical care to any patient or patient's family member.

2. COMPANY'S COMPENSATION.

a. Fees. For the Services rendered pursuant to this Agreement, Hospital shall pay Company as its sole compensation hereunder, as attached in Exhibit A, payable within 15 business days of receipt of written documentation of the performance of the Services provided, however, that no payment shall be made under this Subsection until the CEO has approved the documentation described in Subsection 1.d. 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 provided for under Subsection 1.d. of this Agreement.

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 each Company Staff Member. 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 initial term of this Agreement ("Initial Term"), shall be one (1) year 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.

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:

(1) the failure of Company or Company Staff to make a timely disclosure required pursuant to Section 9 hereof;

(2) 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;

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

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

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

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

(7) Company may cure such breach caused by any Company Staff under this Subsection 4.c.(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.

c. **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.

d. **Termination During the First Twelve Months of Initial Term.** In the event this Agreement is terminated during the first twelve months of the Initial Term, the parties shall be prohibited from entering into an arrangement for the Service with each other until after the expiration of the first 12 months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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 each 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 Staff provides the Services. However, Company shall require all Company Staffs to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. As independent contractors, Company and Company Staff retain the right to engage in the private practice of medicine, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. 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, professional liability insurance covering Company, all Company Staffs 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:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance 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. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement and Company shall provide Hospital a certificate of insurance evidencing such coverage.

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)(I) 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. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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

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**HILTON HEAD HEALTH SYSTEMS LP
D/B/A HILTON HEAD REGIONAL MEDICAL CENTER**

By: 
Name: Elizabeth Lamkin
Title: President and CEO
Date: 11/7/06
Address: 25 Hospital Center Boulevard
P. O. Box 21117
Hilton Head Island, SC 29925

**HISPANIC MEDICAL MANAGEMENT, INC.,
D/B/A CLINICA DE LA MAMA**

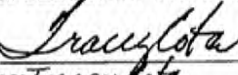
By: 
Name: Tracey Lota
Title: G.O.C.
Date: 11-7-06
Address: 5127 Jimmy Carter Boulevard
Norcross, GA 30093

EXHIBIT A
DESCRIPTION OF DUTIES AND RESPONSIBILITIES

Staff and management services provided by Company shall include:

1. **Translation Services:** Company, as manager shall provide certified, bilingual Company Staff twenty-four(24) hours per day and seven (7) days per week as specified 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 in all necessary patient care areas; including but not limited to, Women's Health, Operative Services, and the Emergency Department.

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Documentation Required: Hospital's Women's Health Director will forward to Hospital's Administration Department the daily work sheets completed by the Company Staff that will show compliance with this duty.

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Documentation required: company's compliance with "a." through "c." above will be tracked by Hospitals Women's Health Director, Hospital's Admissions Manager and Hospital's Health Information Management Director, respectively.

From: Lanzner, Holly
To: Waters, Kristy
CC: Patterson, Janie
Sent: 2/23/2007 8:03:29 PM
Subject: Medicaid AR Performance report
Attachments: Southern States RBO Facilities.doc; Southern States RBO Facility.doc; SS Managed Medicaid.xls

Hi Kristy,

I have attached three files. One financial information, one is a summary of Managed Medicaid Issues, and one highlights action items for all AR. From your e-mail I take it that the Medicaid is the focus of this information. Although the Managed Medicaid is a huge focus of our aging reduction plan, reducing overall aging is our goal. I have outlined what we have identified for the Managed Medicaid at this point. Our biggest issue is with Well Care and the ER triage payments. Their policy was to pay every ER claim at \$50.00 and we had to appeal for the real payment. Regional Contracting has gotten involved and are amending our contract to avoid this problem. This has not been finalized and we have been told not to appeal the individual claims that they would re-process all claims at once. This has not happened yet. We continue to track and code these claims and needless to say they are the bulk of the aging.

I also want you to know that Rudy and I met last week to discuss the traditional Medicaid and the transition to the NMMC. We discussed the issues that they were having and worked on some solutions to getting the correct processes in place. We also had a very successful meeting with Clinica de la Mama. A large part of Georgia inventory comes from that program. We have gotten a new process worked out with them that will certainly assist them with getting a handle on the aging and collections.

I hope what I have given you is adequate. We will be able to provide any detail behind this to the CFOs. My objective this year, as every year, is quick cash and aging. We have several projects going on to enable us to take control. Please keep in mind that \$8M of the aged AR for your hospitals is in legal and another \$8M is in other National Collection branches. We coordinate on a regular basis on the resolution of accounts. I will also continue to work with Rudy to insure that the problems that they are having are resolved.

Thank you,

Holly