### Fill in this information to identify the case:

Debtor 1 Amory Regional Medical Center, Inc.

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE
Case number: 18–05675

FILED U.S. Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE

1/17/2019

MATTHEW T. LOUGHNEY, Clerk

# Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Clair	n				
1.Who is the current creditor?	VIRTUAL RADIOLOGIC CORPORATI				
	Name of the current creditor (the person or entity to be paid	for this claim)			
	Other names the creditor used with the debtor				
2.Has this claim been acquired from someone else?	<ul> <li>☑ No</li> <li>☑ Yes. From whom?</li> </ul>				
3.Where should notices and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
creditor be sent?	VIRTUAL RADIOLOGIC CORPORATI				
Federal Rule of	Name Name				
Bankruptcy Procedure (FRBP) 2002(g)	ELIZABETH BOYD 25983 NETWORK PLACE CHICAGO, IL 60673–1259				
	Contact phone952_595_1198	Contact phone			
	Contact email <u>karen.scott@vrad.com</u>	Contact email			
	Uniform claim identifier for electronic payments in chapter	13 (if you use one):			
4.Does this claim amend one already filed?	<ul><li>No</li><li>Yes. Claim number on court claims registry (if known</li></ul>	n) Filed on			
		MM / DD / YYYY			
5.Do you know if anyone else has filed a proof of claim for this claim?	✓ No ✓ Yes. Who made the earlier filing?				
Official Form 410	Proof of Claim	page 1			

Part 2: Give Information	Abo	ut the Claim as of the Date the (	Case Was Filed		
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the debtor's account	nt or any number you use	to identify the debtor:	2339
7.How much is the claim?	\$	🗆 N	lo	e interest or other cha	-
		⊻ Y o	es. Attach statement ther charges required	itemizing interest, fees, by Bankruptcy Rule 30	expenses, or 01(c)(2)(A).
8.What is the basis of the claim?	dea Ban	mples: Goods sold, money loane th, or credit card. Attach redacted kruptcy Rule 3001(c). it disclosing information that is en	l copies of any docum	ents supporting the clai	m required by
	ons	ite and remote radiology interpret	tation services		
9. Is all or part of the claim secured?		Yes. The claim is secured by a lie Nature of property: Real estate. If the claim is	secured by the debto	r's principal residence, f Form 410–A) with this <i>i</i>	ile a Mortgage Proof of Claim.
		Basis for perfection:			
		Attach redacted copies of docur interest (for example, a mortgag document that shows the lien ha	ge, lien, certificate of t	itle, financing statement	n of a security , or other
		Value of property:	\$		
		Amount of the claim that is secured:	\$		
		Amount of the claim that is unsecured:	\$	unsecured a	the secured and amounts should mount in line 7.)
		Amount necessary to cure an date of the petition:	y default as of the	\$	
		Annual Interest Rate (when ca	ase was filed)	%	
		<ul><li>Fixed</li><li>Variable</li></ul>			
10.Is this claim based on a lease?	<b>Y</b>	No Yes. <b>Amount necessary to cu</b>	re any default as of	the date of the petitior	n.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the property:			
		- · ·			
Official Form 410		Proof o			page 2

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	N	No Yes. <i>Check all that apply</i> :		Amount entitled to priority		
A claim may be partly priority and partly	2	Domestic support obligati under 11 U.S.C. § 507(a)	ions (including alimony and child support) (1)(A) or (a)(1)(B).	\$		
nonpriority. For example in some categories, the law limits the amount entitled to priority.		Up to \$2,850* of deposits property or services for p U.S.C. § 507(a)(7).	toward purchase, lease, or rental of ersonal, family, or household use. 11	\$		
		180 days before the bank	nissions (up to \$12,850*) earned within kruptcy petition is filed or the debtor's r is earlier. 11 U.S.C. § 507(a)(4).	\$		
		Taxes or penalties owed 507(a)(8).	to governmental units. 11 U.S.C. §	\$		
		Contributions to an emplo	byee benefit plan. 11 U.S.C. § 507(a)(5).	\$		
		□ Other. Specify subsection	n of 11 U.S.C. § 507(a)(_) that applies	\$		
		* Amounts are subject to adjustme of adjustment.	nt on 4/01/19 and every 3 years after that for case	es begun on or after the date		
Part 3: Sign Below						
The person completing this proof of claim must	Che	ck the appropriate box:				
sign and date it. FRBP 9011(b).		I am the creditor.				
	$\checkmark$	I am the creditor's attorney of	or authorized agent.			
If you file this claim electronically, FRBP	□ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.					
5005(a)(2) authorizes courts to establish local rules	□ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
specifying what a signature is.			e on this Proof of Claim serves as an acknowledg ve the debtor credit for any payments received tow			
A person who files a fraudulent claim could be		e examined the information in this F correct.	Proof of Claim and have a reasonable belief that the	ne information is true		
fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and		lare under penalty of perjury that th	e foregoing is true and correct.			
3571.	Executed on date 1/17/2019					
		MM / DD	/ YYYY			
	/s/ I	David Galle				
	Sign	ature				
	Prin	t the name of the person who	is completing and signing this claim:			
	Nan	ne	David Galle			
			First name Middle name Last name			
	Title	)	Partner			
	Company		Fox Rothschild LLP			
	۸ ما ما	ress	Identify the corporate servicer as the company if servicer	the authorized agent is a		
	Add	liess	222 South 9th Street, Ste 2000			
			Number Street			
			Minneapolis, MN 55402–3338			
			City State ZIP Code			
	Con	tact phone 612-607-7572	, 	schild.com		

Official Form 410

Proof of Claim

Invoice	InvoiceSuffix	Inv Date	Due Date	Amount	Ва	lance	Reason	
994166	5 FC	1/31/2018	2/15/2018	\$ 137.03	\$	137.03	bankrupcty filed	
994720	) FC	2/28/2018	3/15/2018	\$ 135.00	\$	135.00	bankrupcty filed	
995193	5	3/15/2018	4/14/2018	\$ 9,000.00	\$	9,000.00	bankrupcty filed	
995265	5 FC	3/31/2018	4/15/2018	\$ 137.06	\$	137.06	bankrupcty filed	
995760	)	4/15/2018	5/15/2018	\$ 9,000.00	\$	9,000.00	bankrupcty filed	
995810	) FC	4/30/2018	5/15/2018	\$ 274.08	\$	274.08	bankrupcty filed	
996300	)	5/15/2018	6/14/2018	\$ 9,000.00	\$	9,000.00	bankrupcty filed	
996363	FC FC	5/31/2018	6/15/2018	\$ 276.14	\$	276.14	bankrupcty filed	
996843	5	6/15/2018	7/15/2018	\$ 9,000.00	\$	9,000.00	bankrupcty filed	
996902	FC	6/30/2018	7/15/2018	\$ 415.25	\$	415.25	bankrupcty filed	
997394	Ļ	7/15/2018	8/14/2018	\$ 9,000.00	\$	9,000.00	bankrupcty filed	
997445	5 FC	7/31/2018	8/15/2018	\$ 419.39	\$	419.39	bankrupcty filed	
997919	)	8/15/2018	9/14/2018	\$ 9,000.00	\$	6,677.44	bankrupcty filed	
997978	B FC	8/31/2018	9/15/2018	\$ 560.62	\$	560.62	bankruptcy filed	\$ 54,032.01
1000016	j	12/15/2018	1/14/2019	\$ 9,000.00	\$	9,000.00		
1000539	)	1/15/2019	2/14/2019	\$ 9,000.00	\$	9,000.00		
					\$	72,032.01	subtotal	

\$ 2,354.57 Finance charges included in pre-bankruptcy amount

\$ 51,677.44Stipend charges included in pre-bankruptcy amount\$ 54,032.01Total pre-filing amount for Gilmore

#### **RADIOLOGY SERVICES AGREEMENT**

This Agreement for Radiology Services (the "<u>Agreement</u>") is made by and between **Merit Health Gilmore Memorial** ("<u>Hospital</u>") and **Virtual Radiologic Corporation** ("<u>vRad</u>"), and is effective as of the latter of the dates signed (the "<u>Effective Date</u>").

#### RECITALS

A. Hospital operates a hospital facility and maintains a department of radiology that provides medical imaging services on both an inpatient and outpatient basis.

B. vRad wishes to provide qualified physicians to serve the professional radiology needs of Hospital.

C. Hospital believes it to be in its best interests to contract with an exclusive provider of radiology services, to: improve and assure the safety of Hospital's patients; assure consistency of service and quality control in radiology professional services; provide for prompt availability of physician services; provide continuous availability of radiologists for consultation; and promote the ability of Hospital and its physicians to deliver high-quality patient care.

Therefore, the parties agree as follows:

#### AGREEMENT

#### 1. vRad's Duties

(a) **1.1 Radiologists.** vRad shall provide the Services (defined below) through its affiliated physicians who shall be (i) qualified and licensed to practice medicine in Hospital's state and (ii) eligible to participate in the Medicare or Medicaid programs. Each such physician, at all times during this Agreement while providing Services, shall maintain unrestricted clinical privileges on the Medical Staff of Hospital and active medical staff membership (each privileged physician providing Services hereunder, a "<u>Radiologist</u>"). On-Site and remote coverage staffing will initially be based on the benchmark data provided by Hospital and shown in <u>Attachment: Third Party Billing and Data Exchange</u>, Section III.

"<u>Services</u>" means all current and future professional final diagnostic imaging interpretation services of all imaging modalities provided by Hospital, including interventional radiology interpretation during the On-Site Hours, other than the following exceptions: during Telerad Hours, Studies on vRad's *Restricted Procedure List*, which vRad has provided Hospital.

#### 1.2 Facilities

Hospital requires Services for the following physical locations: Gilmore Memorial Regional Medical Center – Amory, MS

Each location is a "Facility."

#### 1.3 On-Site and Telerad Staffing

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 1 of 21

vRad shall provide Services through a combination of on-site and remote radiologists having privileges at the Facility(ies). vRad may add or remove Radiologists in its reasonable discretion, provided that no Radiologist may provide Services until the Facility has issued such Radiologist clinical privileges.

Coverage Hours	On-Site (	#)	Telerad available	On Call for on-site
M-F 8am-5pm	1		Yes	NA
Mon- Fri 5 pm- 8am the next morning	0	in contract of the second seco	Yes	No
Sat 7am- 8am Mon (24 hours)	0		Yes	No

#### Facility, Central Time Zone

The on-site radiologists will maintain a routine presence at the Facility(ies) designated below, to perform interpretations, be available for in person consultations and such other functions as mutually agreed by vRad and Hospital, excluding scheduled vacation times, during which vRad will be entitled to utilize *locum tenens* services; hours during which Facility and vRad have agreed no coverage is necessary; or during unusual emergent situations preventing a Radiologist from reasonably performing the on-site services.

#### On-Site Coverage

- # of FTEs: 1
- Covering hours of: 8am-5pm Central Time Zone (the "<u>On-Site Hours</u>" subject to modifications described herein)
- On these days: Monday Friday, excluding Holidays
- Does not include interventional off-hours call.

A "<u>Holiday</u>" is a federal legal holiday occurring on a Monday, Tuesday, Wednesday, Thursday or Friday.

The parties shall endeavor to schedule onsite radiology coverage for specific days of the week so as to facilitate reasonable expectations of when onsite radiology will be available. To facilitate this, the parties will agree upon a regular schedule, although vRad or the Radiologists may need to modify or adjust the regular schedule upon reasonable notice due to unusual circumstances.

The Radiologists rendering Services under this Agreement may change from time to time upon reasonable notice by vRad to Hospital. At the request of Hospital, vRad shall relieve any Radiologist of his or her duties for Hospital and assign another qualified Radiologist reasonably acceptable to Hospital, which acceptance shall not be unreasonably withheld. Hospital and vRad shall work in good faith to minimize the need for Hospital to request replacement of a Radiologist.

**1.2.3 Telerad Coverage.** For <u>all</u> times outside of the On-site Hours, vRad shall provide Services via off-site teleradiology only via teleradiologists (each, a "<u>Telerad</u>," covering, collectively, the

#### Page 2 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 2 of 21

"<u>Telerad Hours</u>"). For the avoidance of doubt, Telerad Hours includes Holidays. vRad may also supplement the On-Site Radiologists during On-site Hours with remote teleradiology services.

1.3 Performance. vRad shall perform and shall cause the Radiologists to perform their duties and such other functions as may be necessary to assure vRad's compliance with all applicable federal, state, and local laws, rules, and regulations. vRad and the Radiologists shall perform their duties diligently, ethically, and within the scope of their qualifications consistent with the standard of care for physicians practicing under the same or similar circumstances. On-site Radiologists shall provide Services in a prompt, courteous, and non-discriminatory manner. On-site Radiologists shall cooperate with other care providers and Hospital employees in the delivery of care.

1.4 Insurance. vRad agrees to cause each Radiologist who provides Services to Hospital to have and maintain, at no cost to Hospital, professional liability (medical malpractice) insurance, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate annually. Such insurance shall cover malpractice claims made during, and for a commercially reasonable period after, termination of this Agreement based on conduct alleged to have occurred during the term of this Agreement. vRad shall also maintain, at vRad's expense, a policy or policies of comprehensive general liability insurance in an amount reasonably deemed appropriate by vRad to cover its operations. This Section 1.4 shall survive termination of this Agreement to the extent consistent with the obligations described herein.

1.5 Removal of a Radiologist. Upon request of Hospital, vRad shall remove from service under this Agreement any Radiologist who (1) is convicted of a crime other than a minor traffic violation, (2) has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction, (3) becomes disabled so as to be unable to perform the duties required by this Agreement, (4) fails to have or maintain professional liability insurance required by this Agreement, (5) shall have its license(s) and/or privileges required to perform the services contemplated by this Agreement either suspended, revoked or otherwise limited, or (6) fails to comply with any of the terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to comply. In addition to removing any such Radiologist, vRad shall obtain, at its cost and expense, a substitute for the removed Radiologist or otherwise demonstrate its capabilities for continued coverage and service required by this Agreement.

### 2. Hospital's Duties

2.1 Exclusivity. Subject to the limitations set forth below in this Section 2.1, vRad and the Radiologists shall be the exclusive providers of the Services for Hospital during the term of this Agreement. Hospital shall not engage or allow any other physician to provide any of the Services to Hospital or at any Hospital Facility currently owned by the Hospital.

Hospital and vRad acknowledge and agree that the purpose of this exclusivity provision and the benefits to Hospital of establishing an exclusive arrangement with vRad include, but are not limited to: improvement of the quality of patient care; enhancement of quality assurance (including participation in vRad's radiology QA program); enhancement of the malpractice prevention program; efficiency in providing diagnostic imaging services within Hospital; assurance of full-time coverage for diagnostic imaging services; integration of Hospital services; and accountability for quality assurance activities with respect to diagnostic imaging services. Hospital and vRad further acknowledge and agree that this Agreement is not intended to interfere with patient choice, health insurer determinations, or physician

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 3 of 21

judgment and the parties agree to comply with patient choice, health insurer determination, and physician judgment in the provision of services under this Agreement.

**2.2** Insurance. Hospital shall maintain, at its expense, professional liability insurance coverage for all acts of Hospital in providing imaging services with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Hospital shall provide vRad with a certificate of insurance evidencing the insurance coverage required under this Section 2.2 and providing for not less than thirty (30) days' notice to vRad of the cancellation, reduction, or material change of such coverage. Hospital shall, upon expiration or effective date of termination of this Agreement, continue to maintain or obtain, or cause to be obtained, extended reporting malpractice insurance coverage for all claims relating to services provided by Hospital, with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, or provide vRad with such other assurances of coverage as vRad, in its reasonable discretion, deems appropriate.

2.3 Radiologist Privileges. Hospital agrees to use its best efforts to promptly assist Radiologists in obtaining medical staff memberships and clinical privileges at the Hospital before the Desired Start Dates (defined in Section 4), and as future Radiologists need to be privileged and credentialed. Hospital agrees to have waived or to pay all credentialing fees, re-credentialing fees, and medical staff dues ordinarily required by Hospital of the Telerads. vRad will be responsible for the ordinary credentialing fees and dues Hospital Medical Staff levies for the On-Site Radiologist.

vRad will withdraw the medical staff privileges of Radiologists who are granted privileges under this Agreement upon: (i) the termination of this Agreement for any reason; or (ii) the termination of the relationship between vRad and such Radiologist, such that such Radiologist will no longer provide services to the Facility. hospital shall ensure that any termination of medical staff membership and privileges under this Section 2.3 shall be reported, recorded, or otherwise communicated by Facility or its medical staff as administrative in nature, with such physician in good standing o the date of the termination. Upon expiration or termination of this Agreement, Hospital shall ensure that all Radiologists' privileges are administratively terminated in a manner not requiring reporting to the Data Bank, nor subject to any fair hearing or other due process rights.

2.4 Support Staff. Hospital shall employ or contract with support staff necessary for Radiologists to provide the Services including, without limitation, staff to administer all contrast injections, and physicians to provide personal supervision of procedures if procedures requiring such level of supervision are scheduled during a time when the onsite Radiologist would not ordinarily provide such supervision. Hospital shall be responsible for all related compensation and expenses.

2.5 Non-Solicitation. Hospital covenants that it will not, during the term of this Agreement and for a period of twenty-four (24) months following the termination or non-renewal of this Agreement, engage, solicit, hire, or retain (in any capacity), directly or indirectly, the professional services of any Radiologist engaged by vRad at the time, whether or not that Radiologist performed Services for Hospital.

**2.6 Technology**. vRad will install, with reasonable assistance from Hospital, vRad's comprehensive radiology platform solution onsite Gilmore Memorial Regional Medical Center, including:

o HL7 interfacing with RIS/PACS systems for images and reports;

#### Page 4 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 4 of 21

- DICOM interfaces with existing modalities; and
- interface for exchange of patient demographic data necessary for vRad to conduct billing.

vRad and Hospital will cooperate to perform an assessment of existing Hospital IT infrastructure to determine whether it is sufficient to support HL7 interface with vRad platform. vRad shall not be responsible for any upgrade or installation expenses incurred by Hospital or charged by a third party. Hospital shall ensure each Facility provides the necessary resources and cooperation to collaborate in the development, testing and deployment of an HL7 interface.

vRad shall provide one (1) radiologist workstation for use by the on-site Radiologist, which vRad shall own and maintain. Hospital shall provide vRad with written Facility requirements for monitor quality control (if any).

Using the vRad-provided workstation, On-Site Rads may provide interpretations of procedures for individuals that are not Facility patients, if there are no Facility patients requiring Services.

Hospital shall reasonably assist with the safe return of the workstation, at vRad's shipping cost, promptly following termination of the Agreement.

**2.7 Facilities, Capital Equipment.** Hospital shall provide an office at each Facility room for use by the on-site Radiologists that is quiet and suitable for conducting diagnostic interpretations using voice-recognition software. The parties anticipate there will be a need for capital equipment maintenance and upgrade plans, and Hospital will ensure adequate funding for maintenance and replacement.

### 3. Independent Contractor

Neither vRad nor the Radiologists are, nor shall be deemed by this Agreement to be, agents or employees of Hospital. The services of vRad and the Radiologists under this Agreement shall be those of independent contractors practicing the profession of medicine. It is further expressly agreed and understood that Hospital shall not withhold any sum due or payable by or on behalf of vRad as withholding for income tax, employment tax, Social Security, or any other withholding pursuant to any law or requirement of any governmental body, and that all such payments as may be required by law are the sole responsibility of vRad. It is further expressly agreed that, except as to the obligations specifically set forth in this Agreement, Hospital shall neither have nor exercise any control over the professional medical judgment or methods used by vRad and the Radiologists in the performance of services hereunder.

#### 4. Term and Termination

### 4.1 Term, Start Date, Termination Without Cause.

(a) The term of this Agreement shall commence upon the Effective Date and shall continue until three years after the Start Date (the "<u>Initial Term</u>"). This Agreement shall automatically renew thereafter for successive one-year periods (each a "<u>Renewal Term</u>") unless either party provides to the other a written notice of its intent not to renew at least one hundred twenty (120) days before the end of the then-current term. The Initial Term together with any Renewal Term is collectively the "Term."

#### Page 5 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 5 of 21

(b) Each party shall conduct all activity necessary and within their control for vRad to begin providing Services during the Telerad Hours on July 10, 2015 and July 13, 2015 for the On-Site Hours (the "<u>Desired Start Dates</u>"). The first date billable services actually begin is the "<u>Start Date</u>."

(c) After the first year following the Actual Start Date, either party may terminate this Agreement by providing at least 120 days' prior written notice to the other party.

**4.2 Termination for Cause.** A non-breaching party may terminate this Agreement for cause if the other party materially or repeatedly defaults in the performance of its obligations and has not cured such default within thirty (30) days of receipt of a written notice from the non-breaching party that specifies both the default and the intent to terminate. Notwithstanding the foregoing, if any payment owed to vRad by Hospital is more than forty-five (45) days past due, vRad may, upon twenty-four (24) hours' prior notice given by telephone, e-mail, or other communication, suspend services under this Agreement until payment in full has been received. Additionally, if any invoice remains more than sixty (60) days past due, vRad reserves the right to terminate this Agreement upon five (5) days' prior written notice.

**4.3** Suspension or Termination by vRad. vRad may, upon sixty (60) days' prior written notice, suspend or terminate this Agreement if there is a material and adverse change in Hospital's payer or modality mix, or procedure volume with respect to its billings hereunder, which are expected to be as shown in <u>Attachment: Third Party Billing and Data Exchange</u>, Section III. An adverse change occurring in one month shall not alone be enough to qualify as "material." vRad will present data supporting the materiality of the change and options other than termination prior to giving notice.

4.4 Effect of Termination. Upon the expiration or termination of this Agreement:

(a) The parties shall cooperate with each other to assure a smooth transition of the provision of the Services back to Hospital or Hospital's newly contracted provider, including, but not limited to, notifying all affected third parties and government agencies in a manner approved by the parties. The parties shall use their best efforts to minimize any adverse impact on the employees and agents of, and the patients and community served by, the parties.

(b) The following provisions shall survive the termination of this Agreement: Sections 1.4, 2.2, 2.5, and Sections 3, 4, 5, and 6.

### 5. Compensation and Billing

**5.1 Billing.** Hospital shall bill for technical services relating to the Services, and vRad shall bill for all professional services, including Services provided under this Agreement. Hospital shall provide vRad, or vRad's billing agent, with the information set forth in <u>Attachment: Billing Information</u> <u>Requirements</u>. vRad and Hospital each agree to execute such certificates, consents, and assignments as may be necessary for vRad (or its agent) to engage in professional services billing for Services, and for Hospital (or its agent) to engage in billing for technical services.

**5.2** Stipend and Locums Expense. The Hospital shall pay vRad a monthly stipend of \$9,000.00 (the <u>Stipend</u>") and 50% of any documented expenses directly related to retention or use of a *locum tenens* physician to fulfill On-Site Hours coverage ("<u>Locums Share</u>"). vRad shall exercise diligence in recruiting a full-time physician for On-Site Hours to minimize use of *locum tenens*. Hospital shall have no obligation for Locums Share expense incurred after the sixth month following the Actual Start Date.

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 6 of 21

If the Parties agree in writing that it is desirable for vRad to buy out a Radiologist's contract who is providing services as a locum tenens and for such Radiologist to continue providing Services to Hospital long term pursuant to this Agreement, then Hospital shall reimburse vRad 50% of the buyout fee payable to the locums agency.

After the first anniversary of this Agreement, the parties shall meet to review the Stipend and the Services provided, to assess the ongoing necessity, and the amount of, the Stipend (the "<u>Stipend Meeting</u>").

At the Stipend Meeting, the Parties shall also discuss the Hospital's actual payer mix, modality mix, and Study volume, as such are currently benchmarked in this Agreement. If vRad is able to demonstrate (i) that its Net Collections during the first year of the Initial Term of this Agreement are less than ninety percent (90%) of the revenue billed and (ii) such Net Collections shortfall is not significantly attributable to vRad's inability to timely provide qualified Radiologists as contemplated by this Agreement or its own lack of ordinary diligence pursuing claims, then vRad may, upon one hundred twenty (120) days' prior written notice to Hospital, terminate this Agreement. For purposes of this Section 5.2 "Net Collections" means all cash received for the provision of Services hereunder, less refunds, returns, recoupments, and repayments.

**5.3 Grant Programs**. If Hospital participates in programs whereby Interpretations must be billed to Hospital directly rather than to the patient or a third party payer, Hospital and vRad shall work diligently to identify such programs, the fees associated with each Interpretation by program, and the workflow requirements to ensure vRad is timely notified of the patient's participation in such program. Fees will be payable to vRad by Hospital according to Section 5.4.

**5.4** Hospital Payment Terms. vRad will invoice Hospital for the Stipend, any Locums Share, fees for grant program patients, and any other fees the parties have agreed to on a monthly basis. Payments are due within 30 days of invoice date. Hospital shall raise any disputes with any invoice within 30 days the error or issue was reasonably identifiable by Hospital. Unpaid balances not subject to a good faith and timely dispute shall incur a 1.5% late fee per month past due.

#### 6. General Provisions

**6.1 Governing Law; Arbitration.** The domestic law, without regard to conflicts of law principles, of the State of Minnesota shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of obligations imposed by this Agreement. Any dispute, claim, or controversy arising out of or related to this Agreement, other than concerning unpaid invoices, shall be resolved by binding arbitration by a single arbitrator in Minneapolis, MN, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment upon the arbitration award shall be final, binding, and conclusive, and may be entered in any court having jurisdiction. Each party agrees to participate in a good faith attempt to resolve the dispute, claim, or controversy before seeking arbitration. Notwithstanding the foregoing, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction pending such arbitration.

**6.2** Legal Claims. The terms of this Section 6.2 are in addition to the insurance to be maintained under Sections 1.5 and 2.2.

(a) The parties shall cooperate fully in the investigation and defense of all claims including, but not limited to, meeting with investigators and/or counsel, appearing for deposition, trial, and other hearings relating to, services provided under this Agreement.

(b) In connection with any malpractice or other negligence or intentional misconduct claim made against it, each party shall provide the other with reasonably prompt notice of any such claim against it, and shall in all cases give written notice within thirty (30) days of a settlement or judgment entered against it. Each party shall also provide the other with immediate notice of any claim against it for violation of any federal antitrust, privacy and confidentiality, Medicare, fraud and abuse, anti-kickback, and physician self-referral law or regulation, or its intent to enter into a corporate integrity agreement with the Office of Inspector General of the U.S. Dept. of Health and Human Services.

(c) Each party agrees to indemnify and hold the other harmless from any and all claims, liabilities, damages, fines, repayment obligations, or expenses (including court costs and reasonable attorney fees) ("<u>Claims</u>") arising from (i) any negligent act or omission by the indemnifying party or its employees or agents causing injury to a patient; or (ii) from the indemnifying party's material breach of any term or condition of this Agreement, including but not limited to liabilities resulting from any improper Medicare claim submitted by the party that was not the result of misinformation provided by the other party.

**6.3** Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered, if personally delivered by hand; (ii) when received if sent by a nationally recognized overnight courier service (receipt requested); (iii) three (3) business days after being mailed, if sent by certified mail, return receipt requested; or (iv) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by facsimile, telecopy, or other electronic transmission device (provided that such an acknowledgment does not include an acknowledgment generated automatically by a facsimile or telecopy or other electronic transmission device). Notices, demands, and communications to each party shall, unless another address is specified in writing, be sent to the addresses indicated on the signature page to this Agreement.

**6.4 Assignment.** vRad may, upon notice to Hospital, (i) assign this Agreement to any vRad affiliate; and (ii) subcontract for the provision of on-site Services. In no other circumstances may either party assign their rights, interests, or obligations under this Agreement without the prior written consent of the other party.

**6.5** Entire Agreement/Amendment. This Agreement, including any attachments, schedules, lists, and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter, and there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly signed by the parties or their respective heirs, successors, assigns, or legal personal representatives.

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 8 of 21

**6.6** No Waiver. No failure by either party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving that party of the right to insist on strict performance of such provision or of any other provision in the future, and no waiver shall be deemed to have been made unless made expressly in writing and signed by the other party. Waiver by a party of any provision hereof in one instance shall not constitute a waiver of any other instance.

6.7 Force Majeure. Neither party shall be responsible for any loss or damages, delay in performance or failure to perform caused by any act or occurrence beyond its reasonable control, including without limitation, changes in government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, flood, war, the elements or other forces of nature, delays or failures of transportation, or acts or omissions of telecommunications common carriers.

**6.8 Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or the application of the invalid, illegal, or unenforceable provision to any other person or circumstance, and this Agreement shall then be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement, but only to the extent of such invalidity, illegality, or unenforceability.

6.9 Binding Effect. Subject to any restrictions on assignment, this Agreement is binding on the parties and on their respective executors, administrators, representatives, successors, and assigns.

**6.10 Confidentiality.** In connection with the parties' respective responsibilities under this Agreement, it may be necessary for one party (the "<u>Disclosing Party</u>") to disclose Confidential Information to the other party (the "<u>Receiving Party</u>"). The parties anticipate that each party will be a Disclosing Party as to disclosures it makes to the other party and a Receiving Party as to disclosures that the other party makes to it.

"Confidential Information" shall mean all information, including without limitation, business, financial, strategic, business models, actual or potential business partners or investors, business opportunities, technical, and other information owned by or in possession of one of the parties (the "Disclosing Party") but excluding personally identifiable health information, which shall be treated in accordance with Section 6.15, disclosed to, or received by, the other party (the "Receiving Party"), whether in oral, written, or electronic form, or through observation, and regardless of whether disclosed before or after the Effective Date. The terms of this Agreement shall be deemed to be Confidential Information of each party, and in the case of vRad in its capacity as a Disclosing Party, Confidential Information shall include information of vRad's affiliates and affiliated medical practices. Notwithstanding the foregoing, nothing shall be included in Confidential Information that: (a) is in the public domain prior to its disclosure to, or receipt by, the Receiving Party; (b) is lawfully in the Receiving Party's possession prior to such disclosure or receipt; (c) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of the Receiving Party or its employees or agents; (d) is disclosed to the Receiving Party by a third party without breach by such third party of any obligation of confidentiality owed to the Disclosing Party; or (e) is independently developed by an employee(s) of the Receiving Party with no access to the disclosed information.

Confidential Information shall be used by a Receiving Party only in connection with its activities under this Agreement. No other use shall be made of the Confidential Information by a Receiving Party or its employees or agents. Proper and appropriate steps shall be taken and maintained by a Receiving Party to protect the Confidential Information received, using the same degree of care that it uses to protect its own similar information (but, in no event, less than reasonable care). A Receiving Party to such of its employees and access to the Confidential Information received from the Disclosing Party to such of its employees and agents as are directly involved with its activities under this Agreement, and even then, only to such extent as is necessary and essential to complete the work involved therewith. Except as required by law or court order, a Receiving Party shall not disclose Confidential Information to any third party without first receiving the Disclosing Party's written consent, which consent may be withheld for any or no reason.

Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time by notice to the Receiving Party. Upon termination of this Agreement, the Receiving Party shall either (i) return to the Disclosing Party all materials and information, containing or relating to the Disclosing Party's Confidential Information, that is in the possession of the Receiving Party or its representatives; or (ii) cause each of its representatives to destroy each copy of any such materials or the parts thereof containing or relating to the Disclosing Party's Confidential Information. Any destruction pursuant to (ii) in the preceding sentence shall be promptly confirmed in writing.

**6.11** No Third-Party Beneficiaries. Nothing in this Agreement is intended or will be construed to confer upon any person, firm or entity other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as a third party beneficiary or otherwise. All of the terms, covenants and conditions hereof are for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

**6.12** Access to Books and Records. Pursuant to 42 U.S.C. § 1395x(v)(1)(1), until the expiration of four (4) years after the furnishing of services under this Agreement, each party shall make available, upon written request by the Secretary of the United States Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services furnished under this Agreement.

**6.13 Regulatory Requirements**. The parties expressly agree that nothing contained in this Agreement shall require vRad or a Radiologist to refer or admit any patients to, or order any goods or services from Hospital or a Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).

Nothing in this Agreement shall be interpreted as requiring either party to limit or withhold items or services from patients in violation of any federal, state or local law.

The parties shall conduct all activities under this Agreement in material conformity with all applicable laws, rules and regulations that are applicable to each party's respective activities regarding the Services.

The parties shall specifically comply with their respective obligations under the Health Information Technology for Economic and Clinical Health (HITECH) Act contained in Public Law 111-005 and the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (HIPAA) and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (all collectively referred to herein as "the <u>HIPAA Regulations</u>"). The parties will not use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HITECH, HIPAA, applicable state law, and the terms of this Agreement. Both parties will make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Regulations. The parties may de-identify PHI for lawful purposes, so long as such de-identification conforms to the requirements of 45 C.F.R. § 164.514(a) and (b), as may be amended.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, vRad shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If vRad carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, vRad agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Hospital, vRad or any vRad representative by virtue of this Agreement.

The parties acknowledge and agree that all financial remuneration to be paid or received under this Agreement is negotiated at arm's length and is intended to be commercially reasonable, fair market value for services rendered without regard to or for any other business generated between the parties.

Each party hereby represents and warrants that neither it, nor any affiliate, nor any of its or any affiliate's personnel now or hereafter engaged to provide services under this Agreement is, or at any time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. If either it or any of its affiliate or any of its or any affiliate's personnel is excluded from participation in any federally funded health care program, including Medicare and Medicaid. If either it or any of its affiliate or any of its or any affiliate's personnel is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall automatically terminate as of the date of such exclusion or breach.

6.16 Counterparts. This Agreement may be executed in one or more counterparts.

[Signature page follows.]

### Page **11** of **17**

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 11 of 21

IN WITNESS WHEREOF, the parties have duly executed this Radiology Services Agreement as of the Effective Date.

,	Virtual Radiologic Corporation	Merit Health Giln	nore Memorial
Signed By Date	Jeffrey Harmsen, Jeffrey Harmsen, Chief Financial Office July 10, 2015	Signed <u>9</u> By/Title <u>5</u> . Date	AU-T,- AUEN TYVEN / 250 7/10/2015
	11995 Singletree Lane, #500 Eden Prairie, MN 55344	1105 Earl Frye Blv Amory, MS 38821	
(	Address for Notice)	(Address for Notic	e)
Phone:	952-595-1100	Phone: 662-25	6-6259
Fax:	952-938-1662	Fax:	

[Signature Page – Radiology Services Agreement (vRad- Merit Health Gilmore Memorial]

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 12 of 21

### Attachment: Third Party Billing and Data Exchange

#### I. THIRD PARTY BILLING

1. <u>Cooperation with Billing Agent – Patient Information</u>. vRad has engaged a billing agent to submit claims. Hospital shall reasonably cooperate with vRad's current or any future billing agent (in either case, the "<u>Billing Agent</u>"). Nothing in this Agreement is intended to create an agency relationship or contract between Hospital and the Billing Agent.

Prior to beginning services, Hospital shall provide the information shown in <u>Attachment: Billing</u> <u>Information Requirements.</u> This Agreement is contingent on Hospital ensuring vRad receives all data to support current ICD codes, and all demographic and clinical information required for vRad to submit a timely claim, and in order for payer to pay an otherwise valid Claim (collectively, the "<u>Patient</u> <u>Information</u>"). Hospital shall assist vRad in obtaining access to each Facility's information system so that vRad can obtain or verify Patient Information. If such electronic access cannot be arranged, then this Agreement is contingent on Facility timely providing missing demographic, insurance and signs-andsymptoms information electronically.

If Client fails to provide vRad or vRad's Billing Agent with accurate and complete patient information sufficient for vRad to submit a clean claim, vRad shall attempt to resolve the issue with Client for 5 business days. However, thereafter vRad will bill Client on a fee-for-Study basis any interpretations for which there is missing or inaccurate information for longer than 10 days from the date vRad requested the information. The fee shall equal the Medicare allowable to vRad for the Interpretation. This section I(1) shall survive termination of the Agreement for six (6) months.

2. <u>vRad's Contracts with Hospital's Third Party Payers</u>. vRad shall use commercially reasonable efforts to contract with Hospital's current material payers. vRad targets contracting with Hospital's identified payers that represent approximately 75% of Hospital's annualized revenue from all commercial payers, but will not enroll in provider plans that represent less than 5% of Hospital's annualized revenue from all commercial payers for the modalities that will be read under this Agreement.

vRad also reserves the right to not contract with payers in the event reimbursement or participation terms are unfavorable. In such case, vRad may bill insurance carriers as out-of-network.

3. <u>Assistance</u>. Hospital shall designate one or more Hospital representatives to assist vRad with third party contracting and Claims follow up, including, but are not limited to, the following:

(a) participating in an initial kick-off implementation meeting and weekly "go live" calls prior to Full Service Commencement;

(b) participating in calls and other tasks required to facilitate cooperation with vRad's Billing Agent;

(c) providing guidance related to contracting and enrolling with Hospital's third party payers;

(d) providing additional documentation and other assistance as needed during claims resolution, such as (but not limited to) documentation for medical necessity denials and

#### Page 13 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 13 of 21

Workers' Compensation claims, and resolving patient inquiries.

Hospital shall provide commercially reasonable assistance with continued claims resolution for six (6) months following the last date of Service. This section shall survive termination of the Agreement in order to give effect to this paragraph.

4. <u>Facility Information System Access</u>. Hospital shall provide vRad with full remote access to its information system for up to ten (10) vRad users within 30 days of vRad's request for such access. Access is to enable vRad to obtain patient information only as necessary to submit claims to guarantors. Access shall be provided for up to 90 days after termination of the Agreement to facilitate vRad's completion of pending charges. This paragraph survives termination for six (6) months following the last date of Service.

#### II. Data Transfer

Patient claim-related information must be submitted timely via HL7, or, for a period of up to 90 days following the Actual Start Date, either via (a) a secure flat file that meets vRad's specifications, or (b) paper/manual data via secure email exchange. Manual submissions may require Client to send a copy of the Official Interpretation with the other claim-related information.

Submitting claim-related information using any method other than HL7 after 90 days will result in a \$3.00/CPT code charge, provided however, that if failure to use HL7 is due to circumstances within vRad's control, the \$3.00/CPT charge shall not apply.

vRad shall develop, with Hospital and Facility cooperation, <u>inbound HL7 ADT</u> interfaces from Facility to vRad's Technology Platform to transmit automated billing and demographic information via a live data feed.

An inbound HL7 ADT feed enables vRad to automatically receive order and demographic data. Hospital is responsible for all costs necessary to transmit patient demographic data and other data required for billing to vRad or the Billing Agent, as vRad may direct. It is anticipated that any integration will take 6-12 weeks to complete.

If Hospital desires, vRad will also develop an <u>outbound HL7 ORM</u> interface from vRad's platform to Facility to transmit radiology results.

This work must be documented in an IT Professional Services Agreement, executed by the parties, and which is incorporated herein by reference. Such separate agreement shall assess the appropriate fees for the scope of the work.

#### III. Modality / Payer/ Study Volume Benchmarking Data

#### Modality Mix that Hospital Anticipates vRad will Read

Modality	Percentage
СТ	23%

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 14 of 21

MRI	4%
US	10%
Mammo- Diagnostic	10%
Plain Film	45%
IR	1%
OTHER	7%
TOTAL	100%

### Hospital's Payer Mix

Payer	Payer Mix %
Third Party	33%
Medicare and Medicare Managed Care	45%
Self Pay	10 %
Medicaid	12 %
TOTAL	100%

### Study Volume

This information is needed for vRad to staff appropriately.

Onsite Hours: Anticipated monthly Study volume: 2,218 Studies Telerad Hours: Anticipated monthly Study volume 604 Studies

<u>Study</u> means a set of images for the smallest body segment that has a designated AMA Current Procedural Terminology (CPT) Code.

Page 15 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 15 of 21

### **Attachment: Billing Information Requirements**

Hospital shall provide vRad the following information before services commence and shall provide updates as information changes.

- 1. Provide the name, e-mail address, and phone number of Hospital or Facility's IT representative who will work with vRad to establish the HL7 transfer of patient information.
- 2. Provide a master place of service (POS) crosswalk, by Facility.
  - This information is needed on the claim in the form of a two digit code
    - POS 21 = Inpatient, 22 = Outpatient, 23 = ER
  - Many facilities do not use that two digit code when they register a patient, preferring instead to use a variety of unique internal codes. vRad needs the POS crosswalk so we can map your POS codes to the standard two digit codes needed on the claim form.
- 3. Provide an electronic report of the ordering/referring physicians, including first name, last name, NPI number, and facility NPI number.
- 4. Provide ordering/referring physician updates quarterly to ensure vRad has the most current information to bill claims. If accurate data is not provided within 14 days of the quarter's end, vRad may bill and Hospital shall pay for interpretations on a fee-for-service basis.
- 5. Provide a list of all of Hospital's insurance carrier names, addresses, and phone numbers.
  - vRad's Billing Agent will reference this for secondary insurance, as needed.
- 6. Provide the name of each Facility's inpatient and emergency department Medical Director(s) and their NPI numbers.
- 7. Provide any necessary forms to complete, or the contact name of the person vRad can work with, in order to establish vRad and/or Billing Agent access to Hospital's / Facility's patient record systems.
  - Access will be used to obtain or verify signs and symptoms information, insurance/billing information, and any additional clinical information that may be needed to code the claim correctly.
- 8. Please answer the following radiology questions for each Facility:
  - If a CT or MR is labeled "with contrast" does the facility use "ONLY" intravenous contrast? No, the facility uses oral and/ or intravenous based upon the physician order.
  - Does your facility use a PET/CT scanner? No
  - Is your facility fusing PET and CT images? No
  - Does your facility perform 3D reconstructions at the modality? Yes
  - Does your facility perform 3D reconstructions on another workstation post-study? No

Page 16 of 17

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 16 of 21

- If your facility says yes to both (c) and (d), how will the vRad Physician know which method is being used? This information is necessary for the radiology report. Not applicable
- Does your facility have 3-D rendering capability for CTs and MRIs? Yes
- 9. Will vRad be reading any mammogram procedures? Yes If *yes*, do you have a Mammogram Reminder Program as described in Medicare Physician Quality Reporting System for 2012, Measure 225? Yes

-

# PHYSICIAN CREDENTIAING AND PRIVILEGING AGREEMENT BETWEEN TELEMEDICINE ENTITY & HOSPITAL

THIS PHYSICIAN CREDENTIALING AND PRIVILEGING AGREEMENT (**Agreement**) is between Virtual Radiologic Corporation (*Telemedicine Entity*) and Merit Health Gilmore Memorial (*Hospital*), and is effective the latter of the dates signed (*Effective Date*).

The parties hereby agree as follows:

1. <u>Contractor Relationship:</u> Telemedicine Entity is a contractor of services to Hospital. Telemedicine Entity arranges for specialists engaged by one or more of its affiliated medical practices, to provide remote specialty services to Hospital patients (Contracted Services). For purposes of this Agreement, each affiliated specialist providing or anticipated to provide Contracted services is a Physician (collectively, Physicians). Hospital and Physicians shall agree on a process by which Telemedicine Entity may obtain, or have access to, all the necessary patient records from the Hospital.

2. <u>Compliance with Conditions of Participation</u>. The Telemedicine Entity shall furnish Contracted Services in a manner that permits the Hospital to comply with all applicable Medicare conditions of participation related to the Contracted Service s, including but not limited to the requirements of 42 CFR 482.12(a) (1) through (a) (7); 42CFR 482.22(a) (1), (a) (2) and (a)(4) and CFR 485.616(c) and 42 CFR 482.12(e), as such may apply to the Hospital (collectively, the Hospital Standards).

3. **Telemedicine Entity Credentialing and Privileging**: Telemedicine Entity warrants that each physician 1) will be credentialed and privileged by Telemedicine Entity according to the Telemedicine Entity's Credentialing and privileging processes and standards and said standards shall at least meet the standards at 42 CFR 482.12(a)(1) through (a)(7) and 42 CFR 482.22(a)(1) through (a)(2); and 2) shall render Contracted Services within the scope of the Physician's respective privileges;

4. <u>State or Territorial Licensure</u>: At all times while providing Contracted Services to the Hospital, each Physician will hold a license issued or recognized by the state in which the Hospital is located.

5. **Decision by the Board of Trustees:** The Hospital's Board of Trustees has chosen to rely on Telemedicine Entity's credentialing and privileging decisions for purposes of the Hospital's medical staff determining whether or not to recommend privileges to Physician. The parties acknowledge and agree that no Physician shall be permitted to provide Contracted Services until credentialed and granted privileges by the Hospital pursuant to its Medical Staff Bylaws.

6. **Telemedicine Entity to Provide Current List of Privileges**: Telemedicine Entity has supplied Hospital with Schedule 1, a list identifying each Physician and the scope of Privileges granted by Telemedicine Entity. It is anticipated that this complement of physicians may change from time to time. In that event, the following procedures shall apply:

a) Action by Telemedicne Entity: Telemedicine Entity shall provide Hospital with a revised Schedule 1 indicating the name of any new Physicians and accompanying delineation of privileges for each new physician. If Telemedicine Entity has removed a Physician from the roster of physicians anticipated to provide contracted services going

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 18 of 21

forwarded or if the telemedicine entity physician loses privileges, Telemedince Entity will provide a revised Schedule 1.

b) Action by Hospital upon Receipt of New Schedule from Telemedicine Entity: Hospital shall confirm the physicians listed on Schedule 1 can provide contracted services by signing and faxing the updated Schedule to Telemedicine Entity

If the only changes were removals, the Hospital agrees that Telemedicine Entity may remove the Physician(s) without waiting for a signed Schedule 1 to be returned.

c) Action by Hospital to Initiate Removal of a Physician: If the Hospital, in its sole discretion no longer wishes to receive Contracted Services from a Physician the Hospital will request that the Telemedicine Entity remove the Physician from the roster. Upon receipt of such request the Telemedicine Entity will remove said Physician's name from Schedule 1 as described in Section 6(a) and will supply an updated Schedule.

7. **Credentialing Related Materials:** Telemedicine Entity shall provide electronic copies of Credentialing materials and other reasonable evidence of telemedicine entity's compliance with the Hospital Standards as requested by the Hospital. However, Telemedicine Entity will not provide Hospital or its agent a copy of any information it receives from the National practitioner Data Bank or Healthcare Integrity and Protection

### 8 Provision and Confidentiality of Quality Related Data

a. Hospital Duties: Hospital shall provide Telemedicine Entity evidence of its internal review of each Telemedicine Entity-affiliated physician performance of privileges for use in Telemedicine Entity period appraisal of the physicians. At a minimum, this information must include:

- 1) All adverse events that result from a Physician's Contracted Services provided to Hospital patients; *and*
- 2) All complaints Hospital has received about the Physician

If Hospital is a critical access hospital, Hospital is responsible for periodic evaluation and quality assurance reviews that comply with 42 CFR 485.641(b) (4) (v).

9. **Confidentiality:** The parties shall treat all credentialing information shared pursuant to Section 6 and 7 and all quality related information shared pursuant to Section 8 as privileged and confidential. Such information is to be used for credentialing, quality improvement and peer review activities only. Each party shall ensure that no portion of any materials received from the other party is disclosed by it or its agents to any employee or third party for reasons unrelated to evaluating the Physician's quality and credentials to provide Contracted Services, except as required by law. It is understood that disclosure of such Hospital peer review documents does not waive any privileges or protections afforded such documents by law.

10. <u>**Term and Termination:**</u> This Agreement shall continue from the Effective Date until terminated by either party as provided below:

a) Upon Notice: Either party may terminate without cause on at least 30 days' prior written notice to the other party.

b) Termination upon Material Breach: A non-breaching party may terminate this Agreement for cause at any time upon 30 days' written notice of intent to terminate. In the event the defaulting party cures such default within such 30 day notice period, the non-breaching party may elect at its discretion to rescind

Case 3:18-bk-05675 Claim 52-1 Part 3 Filed 01/17/19 Desc Attachment 2 Page 19 of 21

the termination notice in writing, in which case this Agreement shall continue in full force and effect.

11. Legislative/Regulatory Modification: If any law, regulation or standard is enacted, promulgated or modified in a manner4 that in the opinion of a party's legal counsel 1) prohibits, restricts or in any way materially affects this Agreement; 2) subjects either Hospital or Telemedicine Entity to a fine or penalty in connection with its representations or responsibilities hereunder, or 3) subjects either party to a loss of Medicare of Medicaid certification or accreditation because of the existence of this Agreement or the applicable parties representations or performance of obligations hereunder, then within 30 days following notice from one party to the other, the parties shall complete the good faith negotiation of an amendment to this Agreement or a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such law, regulation or standard and each party shall execute such amendment or new agreement.

If the parties cannot reach agreement on new terms within 60 days following the notice provided hereunder or such earlier date as necessary to avoid substantial penalties or fines then this Agreement shall immediately terminate, following written notice of termination from either party.

12. **Indemnification:** Each of the parties shall indemnify and hold the other harmless from and against all claims, liabilities, judgment fines, assessments, penalties, awards or other expenses of any kind or nature whatsoever, including, without limitations, attorneys' fees, arising out of any breach or alleged breach of this Agreement by either of the Parties or by their respective employees, subcontractors or agents.

13. <u>Notice:</u> Any notice required by this Agreement shall be in writing and shall be deemed to have been properly give to the party: 1) if hand delivered, 2) if delivered overnight by courier service, effective on the first business day following delivery to such carrier, or 3) if sent certified mail, return receipt requested, effective three (3) days after deposit in the Untied States mail, addressed to the address below or as the parties may designate by give notice pursuant tot this section:

Merit Health Gilmore Memorial	Telemedicine Entity Name
1105 Earl Frye Blvd.	11995 Singletree Lane, #500
Amory, MS 38821	Eden Prarie, MN 55344

14. **<u>Third Party Beneficiaries</u>**: This Agreement shall not confer any benefit or rights upon any person other than Hospital and Telemedicine Entity and no third party shall be entitled to enforce any obligation, responsibility or claim or any party to this agreement.

15. **Other Agreements**: This Agreement, including all exhibits hereto, contains the entire understanding and agreement of the parties with respect to the credentialing and privileging of Telemedicine Entity Physicians. In the event of a conflict between a provision contained in this agreement and a provision contained in an agreement or arrangement that existed prior to the Effective Date of this Agreement, the terms of this Agreement shall control and govern the actions of the parties. Notwithstanding the foregoing, the Originating Site must at all times comply with its Medical Staff Bylaws, Rules & Regulations and Policies with regard to Physicians and Contracted Services.

16. **<u>Counterparts</u>**: This agreement may be executed by facsimile signature or encrypted, digital signature and by either of the parties in counterparts, each of which will be deemed to be an original, but all such counterparts will constitute a single instrument.

*IN WITNESS WHERE OF*, the undersigned parties hereto have executed this Physician Credentialing and Privileging Agreement effective as of the latter of the dates signed/

**Merit Health Gilmore Memorial** 

Signature

J. ALLEN Tyne Print Name and Title CED

7/15/2015 Date

Virtual Radiologic Corporation (vRad)

Signature

irector Print Name and Title

j9 15 Date

Case 3:18-bk-05675 Claim 52-1 Part 3

of 21

Filed 01/17/19 Desc Attachment 2 Page 21

# Contract Amendment VIRTUAL RADIOLOGIC CORPORATION and MERIT HEALTH GILMORE MEMORIAL (MS)

### First Amendment to July 10, 2015 Teleradiology Services Agreement (the "Agreement")

The parties agree to the following changes to the Agreement:

(1) Section 1.3, is deleted and replaced with the following to reflect the modified coverage hours (changes underlined and in **bold font**):

### 1.3 On-Site and Telerad Staffing

vRad shall provide Services through a combination of on-site and remote radiologists having privileges at the Facility(ies). vRad may add or remove Radiologists in its reasonable discretion, provided that no Radiologist may provide Services until the Facility has issued such Radiologist clinical privileges.

Coverage Hours	On-Site (#)	Telerad available	On Call for on-site
M- <u>TH</u> 8am-5pm	1 Excluding Holidays	Yes	NA
Mon- <u>Thu</u> 5 pm- 8am the next morning	0	Yes	No
Fri 8am- 1pm	<u>1</u> Excluding Holidays	Yes	NA
Fri 1pm - 8am Mon (24 hours)	0	Yes	No

### Facility, Central Time Zone

The on-site radiologists will maintain a routine presence at the Facility(ies) designated below, to perform interpretations, be available for in person consultations and such other functions as mutually agreed by vRad and Hospital, excluding scheduled vacation times, during which vRad will be entitled to utilize *locum tenens* services; hours during which Facility and vRad have agreed no coverage is necessary; or during unusual emergent situations preventing a Radiologist from reasonably performing the on-site services. On-site Coverage does not include interventional off-hours call.

A "<u>Holiday</u>" is a federal legal holiday occurring on a Monday, Tuesday, Wednesday, Thursday or Friday.

The parties shall endeavor to schedule onsite radiology coverage for specific days of the week so as to facilitate reasonable expectations of when onsite radiology will be available. To facilitate this, the parties will agree upon a regular schedule, although vRad or the Radiologists may need to modify or adjust the regular schedule upon reasonable notice due to unusual circumstances.

The Radiologists rendering Services under this Agreement may change from time to time upon reasonable notice by vRad to Hospital. At the request of Hospital, vRad shall relieve any Radiologist of his or her duties for Hospital and assign another qualified Radiologist reasonably acceptable to Hospital, which acceptance shall not be unreasonably withheld. Hospital and vRad shall work in good faith to minimize the need for Hospital to request replacement of a Radiologist.

### (2) Section 2.5 is amended by noting the following as a paragraph at the end of the existing text:

Notwithstanding the foregoing, vRad waives application of this Section for the limited purpose of permitting Hospital's engagement of Donald Bradford Russell, MD to serve as Hospital's Medical Director.

This First Amendment is effective the latter of the dates signed below. An encrypted digital signature or a signature transmitted by facsimile or PDF shall be deemed a valid, original signature. This First Amendment is not valid unless signed by all parties.

Virtual Ra	diologic Corporation	
	D-mall -	
Signed	FIL	
Ву	Ryan Check—VP & General Counsel	
Date	06/10/16	

**Merit Health Gilmore Memorial** 

Signed By Date

### Amory HMA, LLC 1105 Earl Frye Blvd. Amory, Mississippi 38821

March 7, 2017

Virtual Radiologic Corporation Jeffrey Harmsen, Chief Financial Officer 11995 Singletree Lane, #500 Eden Prairie, MN 55344

### Re: Radiology Services Agreement dated 7/10/2015 (the "Agreement") Consent to Assignment Request Letter – Merit Health Gilmore Memorial

Dear Sir/Madam:

Please be advised that **Amory HMA**, **LLC**, doing business as "Merit Health Gilmore Memorial" in Amory, Mississippi ("Seller") and its affiliates have entered into an Asset Purchase Agreement whereby Seller will sell to **Amory Regional Medical Center**, **Inc.**, a Tennessee not for profit corporation ("Buyer"), substantially all of the assets of Seller (the "Transaction"). Buyer is affiliated with Curae Health, Inc., a Tennessee not for profit corporation. We currently anticipate that the effective date of this transaction will be on or about <u>April 1, 2017</u> (the "Closing"). In connection with and subject to the Closing, Seller will assign all of its rights and interests under the Agreement to Buyer, and Buyer will assume all of the rights and obligations of Seller under the Agreement arising after the date of the assignment. Seller will remain responsible for all obligations arising under the Agreement prior to the Closing.

Pursuant to the terms of the Agreement, your consent may be required for the assignment of the Agreement to Buyer. Accordingly, please let this letter serve as formal notice of the Transaction, as well as a request for your consent to the assignment of the rights and obligations of the Seller (or its affiliate) under the Agreement, as contemplated herein. By having the appropriate person sign this letter in the space provided below and returning it to <u>J. Allen Tyra</u>, **CEO** Merit Health Gilmore Memorial, by facsimile at <u>662-256-6007</u> or by e-mail at <u>leigh.naugher@mymeritheatlh.com</u> you are consenting to the assignment of the Agreement to Buyer and you agree and acknowledge that the Transaction, as described herein, will not be deemed to be a breach of, or default under, the Agreement, and will not result in termination of the Agreement.

As time is of the essence, your prompt attention and response would be greatly appreciated. If you have any questions regarding the foregoing, please do not hesitate to contact <u>J. Allen Tyra</u>, CEO Merit Health Gilmore Memorial at <u>662-256-6002</u>. Thank you for your cooperation in this matter.

By:

Sincerely,

Amory HMA, LLC;

J. Allen Tyra, CEO Merit Health Gilmore Memorial

Continued on next page Page 1 of 2 Case 3:18-bk-05675 Claim 52-1 Part 5 Filed 01/17/19 Desc Attachment 4 Page 1 of 8 Amory HMA, LLC Consent to Assignment Request Letter Page 2

### Agreement: Radiology Services Agreement 7/10/2015 Virtual Radiologic Corporation

The undersigned hereby consents to the assignment of the Agreement:

### **Virtual Radiologic Corporation**

By: Jerald M. Fitterer O23516FC59EF41E... Its: Gerald Fitterer- Chief Financial Officer

Date: March 30, 2017

(Please return to J. Allen Tyra, CEO Merit Health Gilmore Memorial)

### Amory HMA, LLC 1105 Earl Frye Blvd. Amory, Mississippi 38821

March 7, 2017

Virtual Radiologic Corporation Jeffrey Harmsen, Chief Financial Officer 11995 Singletree Lane, #500 Eden Prairie, MN 55344

# Re: First Amendment to Radiology Services Agreement dated 6/10/2016 (the "Agreement") Consent to Assignment Request Letter – Merit Health Gilmore Memorial

#### Dear Sir/Madam:

Please be advised that **Amory HMA**, **LLC**, doing business as "Merit Health Gilmore Memorial" in Amory, Mississippi ("Seller") and its affiliates have entered into an Asset Purchase Agreement whereby Seller will sell to **Amory Regional Medical Center**, **Inc.**, a Tennessee not for profit corporation ("Buyer"), substantially all of the assets of Seller (the "Transaction"). Buyer is affiliated with Curae Health, Inc., a Tennessee not for profit corporation. We currently anticipate that the effective date of this transaction will be on or about <u>April 1, 2017</u> (the "Closing"). In connection with and subject to the Closing, Seller will assign all of its rights and interests under the Agreement to Buyer, and Buyer will assume all of the rights and obligations of Seller under the Agreement arising after the date of the assignment. Seller will remain responsible for all obligations arising under the Agreement prior to the Closing.

Pursuant to the terms of the Agreement, your consent may be required for the assignment of the Agreement to Buyer. Accordingly, please let this letter serve as formal notice of the Transaction, as well as a request for your consent to the assignment of the rights and obligations of the Seller (or its affiliate) under the Agreement, as contemplated herein. By having the appropriate person sign this letter in the space provided below and returning it to <u>J. Allen Tyra</u>, **CEO Merit Health Gilmore Memorial**, by facsimile at <u>662-256-6007</u> or by e-mail at <u>leigh.naugher@mymeritheatlh.com</u> you are consenting to the assignment of the Agreement to Buyer and you agree and acknowledge that the Transaction, as described herein, will not be deemed to be a breach of, or default under, the Agreement, and will not result in termination of the Agreement.

As time is of the essence, your prompt attention and response would be greatly appreciated. If you have any questions regarding the foregoing, please do not hesitate to contact <u>J. Allen Tyra</u>, CEO Merit Health Gilmore Memorial at <u>662-256-6002</u>. Thank you for your cooperation in this matter.

By:

Sincerely,

Amory HMA, LLC

J. Allen Tyra, CEO Merit Health Gilmore Memorial Amory HMA, LLC Consent to Assignment Request Letter Page 2

### Agreement: First Amendment to Radiology Services Agreement dated 6/10/2016 Virtual Radiologic Corporation

The undersigned hereby consents to the assignment of the Agreement:

### **Virtual Radiologic Corporation**

By: Jerald M. Fitterer Its: Gerald Fitterer- Chief Financial Officer

Date:\_\_\_\_\_March 30, 2017

(Please return to J. Allen Tyra, CEO Merit Health Gilmore Memorial)



#### . . .

Certificate Of Completion					
Envelope Id: CB3322266BC74F5DBFA07AA8BB6	Envelope Id: CB3322266BC74F5DBFA07AA8BB6E709E Status: Completed				
Subject: Please DocuSign these documents: Amory HMA LLC Radiology Services Agt.pdf, Amory HMA LLC First Am					
Source Envelope:					
Document Pages: 4	Signatures: 2	Envelope Originator:			
Supplemental Document Pages: 0	Initials: 0	Kelly Heuer			
Certificate Pages: 4					
AutoNav: Enabled	Payments: 0	11995 Singletree Ln # 500			
Envelopeld Stamping: Enabled		Eden Prairie, MN 55344-5349			
Time Zone: (UTC-06:00) Central Time (US &		kelly.heuer@vrad.com			
Canada)		IP Address: 66.162.55.228			
Record Tracking					
Status: Original	Holder: Kelly Heuer	Location: DocuSign			
3/30/2017 5:46:11 PM	kelly.heuer@vrad.com	č			
Signer Events	Signature	Timestamp			
Gerald M. Fitterer	DocuSigned by:	Sent: 3/30/2017 5:48:27 PM			
gerry.fitterer@vrad.com	Gerald M. Fitterer	Viewed: 3/30/2017 6:35:58 PM			
Chief Financial Officer	023516FC59EF41E	Signed: 3/30/2017 6:36:38 PM			
Virtual Radiologic Corporation (vRad)					
Security Level: Email, Account Authentication (None)	Using IP Address: 66.162.55.228				
Electronic Record and Signature Disclosure: Accepted: 7/7/2016 3:57:51 PM					
ID: dd48e710-31fa-438e-bef8-0b5b4c0392c1					
In Person Signer Events	Signature	Timestamp			
Editor Delivery Events	Status	Timestamp			
Agent Delivery Events	Status	Timestamp			
Intermediary Delivery Events	Status	Timestamp			
Certified Delivery Events	Status	Timestamp			
Carbon Copy Events	Status	Timestamp			
Notary Events		Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent		3/30/2017 5:48:27 PM			
Certified Delivered	Hashed/Encrypted	3/30/2017 5:48:27 PM 3/30/2017 6:35:58 PM			
Signing Complete	Security Checked Security Checked	3/30/2017 6:35:38 PM			
Completed	Security Checked	3/30/2017 6:36:38 PM			
Completed					
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

Case 3:18-bk-05675 Claim 52-1 Part 5

of 8

# **CONSUMER DISCLOSURE**

From time to time, Virtual Radiologic Corporation (vRad) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€<sup>T</sup>I agreeâ€<sup>TM</sup> button at the bottom of this document.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€<sup>™</sup>Withdraw Consentâ€<sup>TM</sup> form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

Case 3:18-bk-05675 Claim 52-1 Part 5 Filed 01/17/19 Desc Attachment 4 Page 6 of 8

electronically from us.

# How to contact Virtual Radiologic Corporation (vRad):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 952-595-1198

To contact us by email send messages to: karen.scott@vrad.com

To contact us by paper mail, please send correspondence to:

Virtual Radiologic Corporation (vRad)

11995 Singletree Lane

#500

Eden Prairie, MN 55354

# To advise Virtual Radiologic Corporation (vRad) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karen.scott@vrad.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Virtual Radiologic Corporation (vRad)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karen.scott@vrad.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Virtual Radiologic Corporation (vRad)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to karen.scott@vrad.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer®
	6.0 or above (Windows only); Mozilla Firefox
	2.0 or above (Windows and Mac); Safariâ,,¢
	3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum

# **Required hardware and software**

Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the  $\hat{a} \in \mathbb{T}$  agree $\hat{a} \in \mathbb{T}$  button below.

By checking the â€<sup>-</sup>I agreeâ€<sup>TM</sup> box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Virtual Radiologic Corporation (vRad) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Virtual Radiologic Corporation (vRad) during the course of my relationship with you.

# MIDDLE DISTRICT OF TENNESSEE Claims Register

# 3:18-bk-05675 Amory Regional Medical Center, Inc.

Judge: Charles M Walker Office: Nashville Chapter: 11 Last Date to file claims: Last Date to file (Govt):

# **Trustee:**

*Creditor:* (6732493) VIRTUAL RADIOLOGIC CORPORATI ELIZABETH BOYD 25983 NETWORK PLACE CHICAGO, IL 60673-1259 Claim No: 52 Original Filed Date: 01/17/2019 Original Entered Date: 01/17/2019

Status: Filed by: CR Entered by: admin Modified:

Amount claimed: \$54032.01

History:

Details 52-1 01/17/2019 Claim #52 filed by VIRTUAL RADIOLOGIC CORPORATI, Amount claimed: \$54032.01 (admin)

Description:

Remarks: (52-1) Account Number (last 4 digits):2339

# **Claims Register Summary**

Case Name: Amory Regional Medical Center, Inc. Case Number: 3:18-bk-05675 Chapter: 11 Date Filed: 08/24/2018 Total Number Of Claims: 1

Total Amount Claimed\* \$54032.01

**Total Amount Allowed\*** 

\*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		