



**ATLANTIC IMAGING GROUP, LLC
FACILITY AGREEMENT**

This PROVIDER AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date set forth on the signature page of this Agreement, by and between Atlantic Imaging Group, L.L.C. a Delaware limited liability corporation (“AIG”), and a Health Care Provider (“FACILITY”) duly licensed in the state of service, whose name(s) are listed on the Signature Page of this Agreement.

WHEREAS Atlantic Imaging Group, L.L.C. is legally and properly organized in the State of Service, and;

WHEREAS, AIG wishes to engage FACILITY and its Facility Providers to provide services in accordance with the terms of this Agreement and any applicable state and Federal laws and regulations (“Applicable Law”), and;

WHEREAS, FACILITY and its Facility Providers wish to provide services in accordance with the terms of this Agreement and Applicable Law;

NOW, THEREFORE, in and for consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the parties hereby agree as follows:

1. DEFINITIONS.

1.1 Administrative Fee is the amount Atlantic Imaging Group receives or is due to receive in excess of the amount due to the provider as set forth in the fee schedule enclosed herein (Exhibit B).

1.2 Agreement shall mean this Agreement together with all attachments, exhibits, schedules, amendments, modifications and updates hereto.

1.3 Clean Claim shall mean a paper or electronic claim that is compliant with applicable law, accurate (i.e., contains no erroneous or conflicting information), and contains all necessary information for processing as required by AIG or a Payor. A Clean Claim must include the submission of the report of the service.

1.4 Covered Person shall mean any individual who is entitled to benefits.

1.5 Covered Services shall mean those Medically Necessary Services rendered to a Covered Person which are reimbursable under the terms of a Payor Benefit Plan.

1.6 FACILITY shall mean the partnership, Professional Corporation, professional limited liability company or other entity duly organized and existing under the laws of the State of Service set forth herein, any FACILITY Provider and any affiliated entity of FACILITY. For purposes of this Agreement, an affiliated entity of FACILITY shall mean any partnership, Professional Corporation, professional limited liability company or other entity directly or indirectly owned or controlled by, or which owns or controls, or which has some common ownership or control with FACILITY and agree and are all bound to the complete terms of this Agreement.

1.7 Facility Provider shall mean any affiliate, person, partner, independent contractor, shareholder, member or professional employee whether directly or indirectly controlled by FACILITY who is duly authorized to provide services on behalf of FACILITY and who receives the initial and ongoing approval of AIG to provide services on behalf of FACILITY in the State of Service and agrees to be bound by the terms of this Agreement.

1.8 Medically Necessary Services shall mean those services, including Emergency Covered Services, or supplies provided by a Participating FACILITY to identify or treat a Covered Person's illness or injury which are: (i) consistent with the symptoms or diagnosis and treatment of the Covered Person's condition, disease, ailment or injury; (ii) appropriate with regard to general standards of medical practice; and (iii) not solely for the convenience of the Covered Person or (iv) as otherwise defined in Payor Agreements.

1.9 Payor Agreements shall mean agreements between AIG and Payors, as defined below, whether written or oral, through which FACILITY renders Covered Services to Covered Persons.

1.10 Payor shall mean a Worker's Compensation carrier, or No Fault/Auto/PIP carrier, or self-insured employer (either self-administered or administered through third parties such as TPAs, accountable care organizations (ACO) diagnostic testing networks (DTN) and medical management companies), or a health maintenance organization (HMO), or any self-pay individual, and to the extent permitted by Applicable Law, a Taft Hartley Plan, Disability Plan, Preferred Provider Organizations (PPO), health insurer or other entity liable for funding the benefit.

1.11 Payor Benefit Plan shall mean a contract, certificate or other evidence of coverage which describes the obligations of a Payor to provide Covered Services to Covered Persons.

1.12 Pre-Funding shall mean payment on a full recourse basis by AIG for a Clean Claim submitted in accordance with this Agreement prior to receipt by AIG of the payment from a Payor.

1.13 State of Service shall mean the jurisdiction(s) in which Covered Services are to be provided to Covered Persons by FACILITY pursuant to the terms of this Agreement.

1.14 Utilization Review shall mean the function performed by Payor or its designee, to review and approve whether the services provided or to be provided hereunder are Covered Services.

2. RESPONSIBILITIES OF FACILITY

2.1 Covered Services. FACILITY agrees to render Covered Services to Covered Persons covered by Payors with whom AIG has contracted to provide access to the AIG Network. FACILITY shall provide Covered Services in accordance with the terms of this Agreement and the policies and procedures of AIG and applicable Payors, and all applicable laws and regulations.

2.2 Medical Treatment. All Covered Services shall be provided in accordance with generally accepted medical, clinical, legal and ethical standards governing FACILITY, and all Covered Services rendered will meet generally recognized standards in the community. In the event that FACILITY produces non-diagnostic or otherwise inadequate services as determined by AIG, FACILITY will repeat the service at no charge to AIG, Payor or the Covered Person. FACILITY shall maintain sufficient personnel to provide Covered Services in accordance with the terms of the applicable Payor Agreements. All Services shall be provided without discrimination on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation or disability.

2.3 Conflicting Agreements. This Agreement shall supersede any existing direct or indirect agreement that may be in effect between FACILITY and any Payor or other network for all dates of service subsequent to the date of written notification by AIG to FACILITY of such Atlantic or Payor agreement.

2.4 Timeliness of Service. FACILITY agrees to use best efforts to provide: (i) 'same day' care for acute or emergency cases; (ii) Covered Services within twenty-four (24) hours of a scheduling request by AIG; and (iii) medical reports to AIG via facsimile within 72 hours of the provision of the Covered Service.

3. COMPENSATION

3.1 Fee Schedule. FACILITY agrees to accept as payment in full for Medically Necessary Services rendered the fees set forth in Exhibit B annexed hereto ("Fee Schedule") less any co-pay, deductible, administrative fee or penalty. FACILITY shall be bound by said AIG Fee Schedule regardless of the portal of patient presentation, i.e., whether or not AIG schedules the patient's services at FACILITY and without regard to the source of the patient's referral to FACILITY.

3.2 Billing. FACILITY grants AIG the sole and exclusive right to bill Payors for services rendered by FACILITY under this Agreement, utilizing AIG's tax identification number. FACILITY also grants AIG all rights to receive and retain payments for Covered Services rendered in accordance with this Agreement. When applicable, such as required by secondary payors, such as Health carriers, or Primary Health Payors, during the collection of outstanding co-payments, FACILITY grants AIG the right to bill secondary payors under FACILITY's tax identification number.

3.3 Assignment of Benefits. FACILITY will when applicable obtain from Covered Persons a written assignment of benefits and, if necessary, an authorization to release medical records, on forms approved by AIG or Payor, to AIG or Payor. FACILITY agrees to assign the written assignment of benefits to AIG. In the event that AIG exercises its Right of Recourse, AIG agrees to re-assign the written assignment of benefits related to those services back to FACILITY.

3.4 Claims Submission. FACILITY shall, as provided in the applicable Payor Benefit Plan, submit Clean Claims directly to AIG, (or to Payor if so directed by AIG) on the HCFA 1500 form or other form required by Payor. FACILITY must submit all claims for Covered Services directly to AIG (or to Payor if so directed by AIG) if such services are provided to patients covered by a Payor which has contracted with AIG. FACILITY shall use best efforts to submit claims within two (2) weeks after providing Covered Services. Any claims, other than automobile claims, which have not been submitted by FACILITY within three (3) months after providing Covered Services may be denied, provided, however, that corrections or additions to bills will be considered for payment if made within 30 days from receipt of the initial bill. **FACILITY shall not submit claims for Covered Services directly to Payor unless directed to do so by AIG.** In the event FACILITY elects, without AIG's direction, to submit its bills directly to a Payor which has contracted with AIG, FACILITY will only be entitled to receive fifty (50) percent of the AIG Fee Schedule amount, as applicable, for such services. FACILITY acknowledges that this rate of reimbursement for claims billed directly to a Payor contracted with AIG will compensate AIG for the increased expenses and damages to its business that may arise from such direct billing by FACILITY, and shall not preclude AIG from terminating this Agreement for cause. In the event that FACILITY receives all or any portion of a claim for services from a Payor, FACILITY shall immediately remit one hundred (100%) percent of such amount to AIG. In the event that the FACILITY does not remit payment to AIG, AIG shall have the option of: (i) withholding the amount from the next FACILITY reimbursements or (ii) billing the FACILITY the amount. FACILITY agrees to reimburse AIG within thirty (30) days of receipt of the AIG bill. In the event FACILITY fails to make payment to AIG within such thirty (30) day period, FACILITY will be responsible to pay interest on the amount of the shortfall equal to 1% per month, together with the costs of collection and reasonable attorney's fees.

3.5 Workers Compensation Operational Procedures. In the cases of Workers' Compensation Covered Persons and Covered Services, the FACILITY agrees and accepts to be bound to the following operational procedures:

3.5.1 AIG will contact FACILITY within 24 hours of request from the Carrier to have a Workers' Compensation patient scheduled for a diagnostic service and FACILITY agrees to provide AIG with an expedited scheduling process.

3.5.2 FACILITY agrees to make its best effort to perform the Covered Services for the injured worker within the next 24 hours after scheduling.

3.5.3 FACILITY agree to e-mail or fax the medical report to AIG within the next 24 hours following completion of the Covered Services.

3.5.4 FACILITY agrees to provide AIG with a designated contact person for communications related to Workers' Compensation claims.

3.5.5 FACILITY agrees that in the event the patient does not show for the scheduled Covered Services and the patient does not re-schedule the diagnostic service within twenty-four (24) hours, FACILITY will notify AIG of the no-show.

3.5.6 FACILITY agrees that failure to provide the above Covered Services without valid reason will result in a loss of fee to both AIG and provider.

3.6 Pre-Funding. Pre-Funding is an available option if a FACILITY participates in the AIG Network and if the pre-funding is allowed by an AIG Payor. If requested by FACILITY in accordance with selection of the Pre-Funding Option on the signature page of this Agreement, AIG will arrange for pre-funding, on a full recourse basis, of Clean Claims that are received by AIG, along with all required supporting documentation. AIG arranges pre-funding prior to receipt of the corresponding payment from Payor and will make its best efforts to pre-fund FACILITY in approximately ten (10) business days or less after receipt of a "Clean Claim" submitted in accordance with this Agreement. FACILITY acknowledges that AIG has entered or may in the future enter into one or more agreements with third parties pursuant to which FACILITY's right to payment with respect to pre-funding claims ("FACILITY Receivables") will be sold or otherwise assigned to third parties ("Financing Parties"), with recourse to FACILITY in the event of full or partial non-payment. Upon FACILITY's receipt of AIG's payment for a Clean Claim in accordance with the Fee Schedule, FACILITY shall be deemed to have sold, assigned and released to AIG (or its assignee) all right, title and interest in the FACILITY Receivables related to such claim. AIG (or its assignee) reserves the right, with written notice to FACILITY, to terminate Pre-Funding in whole or in part at any time. As a condition to Pre-Funding of FACILITY claims, AIG may require that FACILITY provide additional representations and warranties and execute such additional documents as AIG or a Financing Party deems necessary to secure their respective rights and priority in any purchased FACILITY Receivables. FACILITY represents that it has the authority to participate in Pre-Funding and such participation is not in violation of any existing contract or agreement.

3.7 Standard Funding. Standard Funding shall be the default mechanism of funding, if FACILITY does not elect Pre-Funding on the signature page herein, or is not eligible for Pre-Funding. Under Standard Funding, AIG will submit Clean Claims received from FACILITY to Payor and will make its best efforts to make all payments due to FACILITY in accordance with the Provider Fee Schedule within thirty (30) business days following receipt of payment by Payor or as otherwise required in accordance with applicable law.

3.8 AIG Collection Rights. To the extent that a Payor applies any deductible or co-pay, or denies in whole or in part any payment as reflected in Payor's Explanation of Benefits (EOB), or to the extent that any payment or Administrative Fee remains outstanding in whole or in part after submission of the claim to Payor, AIG (or its assignee) shall have the right (the "Right of Recourse") to apply the amount to the payment of other FACILITY Receivables or demand that FACILITY pay the amount within thirty (30) days of such demand. In the event FACILITY fails to make payment to AIG within such thirty (30) day period, FACILITY will be responsible to pay interest on the amount of the shortfall equal to 1% per month, together with the costs of

collection, plus reasonable attorney's fees. AIG shall have the right to receive its Administrative Fee from Facility for participation in the AIG network or for services provided by AIG. AIG shall also have the right to assign the FACILITY Receivables and Right of Recourse to its designee including one or more Financing Parties.

3.9 Liability for Non-Payment. AIG shall not be liable to FACILITY for a failure by Payor to pay a claim for Covered Services for any reason. Accordingly, in the event AIG exercises its Right of Recourse with respect to a FACILITY Receivable and/or Administrative Fee, AIG shall automatically relinquish any right, title and interest in that FACILITY Receivable and Assignment of Benefits and FACILITY shall have all rights to pursue payment of that FACILITY Receivable directly from the Payor. In the event that a FACILITY is paid by a Covered Person or Payor directly, FACILITY shall pay AIG its Administrative Fee due.

3.10 Additional Party Liability. If additional parties shall be liable, or if subrogation is required under coordination of benefits, for payment to FACILITY for Covered Services rendered to Covered Persons, such other party or parties shall not be entitled to the benefit of any rates set forth in the Fee Schedule, regardless of any coordination of benefit provisions in such party's agreement with the Covered Person or FACILITY and regardless of whether such party is the primary or secondary Payor. If coordination of benefits applies, AIG shall be entitled to bill the secondary Payor, using the FACILITY's tax identification number if necessary, and retain all proceeds received from the secondary payor for Covered Services provided FACILITY has received payment according to the provider Fee Schedule (Exhibit B).

3.11 Verification of Covered Persons. When applicable, Covered Person verification may be provided by the Payor or AIG or its designee. FACILITY shall determine eligibility and benefits prior to the service being rendered. AIG or Payor shall not be liable for services provided to persons who are not eligible or do not have benefits under a Payor Benefit Plan.

3.12 Dispute Resolution. Prior to FACILITY instituting or informing a Payor that it intends to institute, any proceeding, litigation or arbitration to resolve an outstanding claim or dispute, FACILITY agrees that it shall allow AIG not less than sixty (60) days after written notification to AIG to resolve any outstanding claims or disputes with respect to Covered Services. FACILITY agrees to provide AIG with copies of all information and documentation requested by AIG in order to enable AIG to act on behalf of the FACILITY to resolve the dispute. FACILITY further understands and agrees that interest on a claim may not begin to accrue until FACILITY institutes any legal proceeding or arbitration to challenge a denial of a claim. FACILITY agrees to hold AIG and Payor harmless for any costs or awards rendered if FACILITY does not abide by this provision. If FACILITY complies with all of the foregoing and a disputed claim is not resolved in favor of the FACILITY by the end of the sixty (60) day period and FACILITY then legally arbitrates or litigates in accordance with state regulations the disputed claim decision by the Carrier or Medical Management Company, FACILITY is not bound to the AIG Fee Schedule contained herein and may seek reimbursement at the prevailing state Fee schedule rate, where applicable, or its billed charges as appropriate.

4. CREDENTIALING

4.1 Responsibility. FACILITY agrees that AIG will credential and re-credential each FACILITY Provider as required by each Payor Agreement, and FACILITY shall and shall require each FACILITY Provider to be, at all times during the term of this Agreement, in compliance with the Credentialing Criteria listed in Exhibit A to this Agreement, which may be amended by AIG from time to time.

4.2 Compliance With Policies. FACILITY shall cooperate and comply with the utilization review, quality assessment, and performance improvement (UR/QA/PI) programs, policies and procedures established by Payors related to the provision of Covered Services to Covered Persons and any requirements for UR/QA/PI programs set forth in federal or state law. FACILITY shall comply with and fully abide by the UR/QA/PI features of Payor Benefit Plans and AIG's UR/QA/PI policies by responding in a timely fashion to requests

for information regarding Covered Persons' treatments and admissions. FACILITY acknowledges that failure to cooperate with AIG's or a Payor's UR/QA/PI programs, policies and procedures may result in the denial of payment by Payor.

4.3 Records. FACILITY agrees to maintain medical records as well as all other books and records related to care provided to Covered Persons in a current, detailed, organized and comprehensive manner and in accordance with good medical practice, applicable laws, and accreditation standards and to assure that all such records shall be provided without cost upon the request of AIG or its designee, and other appropriate governmental authorities, in order to make determinations regarding payment, quality, peer or grievance reviews, and in connection with UR/QA/PI activities. FACILITY and AIG shall maintain all information contained in the medical records of Covered Persons under the strictest confidence and shall refrain from disclosing such information, except as set forth above with the consent of the Covered Person, pursuant to a valid court order by a court of competent jurisdiction or as otherwise provided by law. Subject to the foregoing, FACILITY shall provide AIG with access to the medical records of Covered Persons and shall allow AIG to copy such medical records upon request. If any consent of the Covered Person is required to release a copy of the Covered Person's medical records to AIG, FACILITY shall obtain such consent. In handling Covered Persons' medical records AIG agrees to comply with all applicable state and federal laws and with any requirements or limitations described in the written consent or release. FACILITY shall retain medical records for at least six (6) years after the date of service, and medical records for minor patients must be retained for the greater of six (6) years or until one year after the minor patient reaches the age of eighteen (18).

4.4 Reasonable Access. FACILITY shall permit AIG, Payors and any regulatory agency authorized by law, at any reasonable time, to examine and inspect such FACILITY's office or offices, including, but not limited to, patient treatment areas and waiting areas, unless prohibited by applicable law.

5. INSURANCE INDEMNIFICATION

5.1 FACILITY's Insurance. FACILITY and FACILITY Providers, at FACILITY's sole cost and expense, shall be covered by such policies of comprehensive general liability, professional liability on an occurrence basis, and other insurance as shall be necessary to insure FACILITY, and its agents, servants, and employees, against any claim for damages arising by reason for personal injuries or death occasioned directly or indirectly in connection with the performance or nonperformance of any services by FACILITY, or by his/her agents, services, and employees acting within the scope of their duties. Policy limits for such insurance shall equal or exceed \$1,000,000 per occurrence and \$3,000,000 in the aggregate or such other levels as established by AIG Payor Agreements or otherwise required by law. Evidence of such coverage shall be provided to AIG during credentialing or upon request annually thereafter. FACILITY shall use its best efforts to cause all insurance carriers covering FACILITY with respect to any insurance coverage required herein to issue a certificate of coverage to AIG requiring at least thirty (30) days' advance notice from the carrier to AIG prior to cancellation of any such coverage.

5.2 FACILITY's Indemnification. FACILITY shall indemnify and hold harmless AIG, and any parent or subsidiary corporations thereof, and their respective officers, directors, employees and agents, from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto, including reasonable attorneys' fees, that may arise out of and/or be incurred in connection with: (i) any negligence or misconduct caused or alleged to have been caused by FACILITY or such FACILITY's employees, agents, or representatives, in connection with the provision of services under this Agreement or in connection with the use or maintenance of any property, facility, or equipment by, or under the direction or control of, FACILITY, or (ii) any act or failure to act by FACILITY or such FACILITY's employees, agents and representatives outside the scope of, or in breach of, this Agreement

5.3 Reporting; Cooperation. In the event that FACILITY becomes aware of any alleged injury arising out of the care or treatment of any Covered Person, such FACILITY shall promptly give AIG written notice containing the particulars sufficient to identify the name and address of the alleged injured person, place and circumstances of the alleged incident and the names and addresses of any available witnesses. Subject to the terms of the respective professional liability and malpractice insurance policies, FACILITY shall cooperate with AIG in the conduct of law suits and enforcing any right of contribution or indemnify against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded. Each of the parties hereto shall be entitled to attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses in its sole discretion.

6. REPRESENTATIONS AND WARRANTIES

FACILITY hereby represents and warrants to AIG and all Payors that:

6.1 Licensure. Each FACILITY Provider is currently licensed to practice medicine in the State of Service and is Board Certified in their areas of specialty. FACILITY will maintain all licenses and certifications required under state and federal law for physicians rendering the type of services FACILITY provides.

6.2 Accuracy of Application Information. All of the information provided in FACILITY's application is true and complete. FACILITY understands and agrees that all of AIG's obligations under this Agreement are entered into in reliance upon the truth of the information and representations contained in FACILITY's application.

6.3 Updates of Material Changes. FACILITY shall notify AIG in writing within five (5) days in the event of any of the following:

6.3.1 any action is taken to restrict FACILITY or any FACILITY Provider's licensure to provide Covered Services or Medicare or Medicaid participation status;

6.3.2 any restriction, suspension or revocation of a FACILITY Provider's medical staff membership or clinical privileges at any health care facility, or any other disciplinary action taken against FACILITY Provider by any peer review body or any regulatory, licensing or accreditation agency or body;

6.3.3 the initiation of any action or any settlement, trial verdict, or other final disposition of any suit brought or claim made against FACILITY or FACILITY Provider for malpractice; or the initiation of any action or any action or any settlement, trial, verdict, or other final disposition of any suit brought or claim made against FACILITY or FACILITY Provider by a patient or any guardian or legal representation of a patient;

6.3.4 the insolvency or the filing of a petition in bankruptcy or of receivership of FACILITY;

6.3.5 the indictment, arrest or conviction of FACILITY for a felony, or for any criminal charge related to the rendering of medical services; or

6.3.6 the cancellation of any insurance required pursuant to Section 5.1 hereof or any material change in such insurance coverage including, without limitation, any change in insurance carrier, policy number, term, policy limits, deductibles, exclusions from coverage, or the scope or extent of coverage provided.

6.3.7 the loss or expiration of ACR accreditation.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date of this Agreement and shall continue for one (1) year. This Agreement shall automatically renew for subsequent renewal terms of two (2) years at the conclusion of the then current term of this Agreement, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term, in which case the Agreement will terminate at the conclusion of the then-current term. For those Facilities that elect to pre-fund, their right of termination from AIG shall be extended until all pre-funded amounts are satisfied.

7.2 Termination for Cause. AIG may terminate this Agreement, effective immediately or at such later date specified in the written notice sent to FACILITY pursuant to this Section 7.2, by written notice to FACILITY, upon material default by FACILITY of its duties and obligations hereunder, including but not limited to a failure to conform to AIG’s credentialing criteria, failure to participate in AIG’s or Payor’s UR/QA/PI programs, failure to maintain adequate insurance as required by this Agreement or failure to abide by the Section 2.2 of this Agreement. FACILITY may terminate this Agreement, upon sixty (60) days prior written notice to AIG in the event of a material breach by AIG, provided AIG fails to cure such breach within such notice period. For those Facilities that elect to pre-fund, their right of termination from AIG shall be extended until all pre-funded amounts are satisfied.

7.3 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. FACILITY shall be obligated, to the extent required by applicable law, to complete the treatment of Covered Persons then receiving Covered Services or until continuation of care by another provider can be arranged by AIG. FACILITY shall continue to submit all claims for services rendered subsequent to the termination notice and for a period of 120 days thereafter unless otherwise agreed to by AIG in writing. Upon a notice of termination of this Agreement, the following additional terms and conditions shall apply: (i) the Pre-Funding under Section 3.6 shall cease and FACILITY shall be paid for services by AIG only after AIG has received payment for such claim by the applicable Payor and (ii) neither FACILITY nor any FACILITY provider shall, for a period of one (1) year following the effective date of such termination, enter into any agreement with a Payor with which AIG has contracted hereunder, whereby FACILITY or any FACILITY Provider would agree to provide Covered Services at a rate less than the current rate paid to FACILITY by AIG hereunder. FACILITY acknowledges that AIG will notify the applicable Payors and Providers when this Agreement is terminated. In the event FACILITY has received Pre-Funding payments from AIG or owes AIG Administrative Fees with respect to any claim incurred prior to termination, AIG’s rights hereunder with respect to such claims, including but not limited to those set forth in Section 3.6, above, shall continue in effect until AIG has received full payment under this Agreement from Payor and/or FACILITY.

8. MISCELLANEOUS

8.1 Independent Contractor. In the performance of all work, duties and obligations under this Agreement, FACILITY and AIG are at all times acting and performing as independent contractors. No relationship of employer and employee, or partners or joint venturers, or principal or agent, is created by this Agreement other than the limited agency created by the appointment of AIG as FACILITY’s contracting agent for negotiating the AIG Payor Agreements with Payors. FACILITY shall have no authority to bind AIG in any contract or other obligation. Except as otherwise provided in this Agreement, each party shall be solely liable for its own debts, obligations, acts and omissions under this Agreement.

8.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and with applicable federal laws and regulations.

8.4 Disputes. Any dispute, claim or controversy solely between AIG and FACILITY and arising under or relating to this Agreement, which is not satisfactorily resolved by the parties, shall be resolved by arbitration (including the allocation of costs of any arbitration) in accordance with the Rules of the American Arbitration Association for Commercial Arbitration. The arbitration shall be conducted before a single arbitrator at the office of the American Arbitration Association. The award of the arbitrator shall be final and binding on all parties in interest. The arbitrator shall have no authority or power to modify, alter or amend any provision of this Agreement or render any award that has the effect of modifying, altering or amending this Agreement. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.5 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. AIG may assign this Agreement in its sole discretion. FACILITY may not assign this Agreement without AIG's prior written consent. Any consent requested of AIG under this Section will not be unreasonably withheld or delayed.

8.6 Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

8.7 Force Majeure. Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either party's employees, or any other cause beyond the reasonable control of such party.

8.8 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when delivered either personally, by overnight mail or by prepaid certified mail, return request, addressed as follows: if to FACILITY: Addressed to FACILITY using Name and Address Beneath FACILITY's signature at the end of this Agreement; if to AIG: Atlantic Imaging Group AIG, L.L.C., 110 South Jefferson Road, Suite 201, Whippany, NJ 07981, Attention: William J. DeGasperis, President & Managing Member or to such other address or person as either party may designate in writing.

8.9 Severability. In the event that any portion of this Agreement is found to be void, illegal or unenforceable, the validity or unenforceability of any other portion shall not be affected.

8.10 Directory. FACILITY agrees that AIG can provide and Payors may include in their respective directories FACILITY's name and other pertinent information regarding its credentials, hours and conditions of access, and Covered Services provided by FACILITY. AIG does not guarantee in any respect that FACILITY will be used by any Covered Person or that FACILITY will receive any minimum number of Covered Persons as patients.

8.11 Third Party Rights. Except as may be expressly provided herein or otherwise required by applicable law, rule, or regulation, this Agreement: (a) is not intended to confer any rights or remedies on, or bind or inure to the benefit of, any third-parties other than the parties to this Agreement and their respective heirs, personal representatives, executors, administrators, successors and permitted assigns; (b) is not intended to relieve or discharge the duty, obligation, or liability of any third-parties to any party to this Agreement; and (c) is not intended to give any third-parties any right of subrogation or action over against any party to this Agreement. Notwithstanding any of the foregoing, the Payor or its designee shall be a third party beneficiary of this Agreement, with privity of contract, and the right to enforce the provisions of this Agreement in the event that ATLANTIC fails to do so.

8.12 Entire Agreement; Amendment. This Agreement is the only Agreement between the parties, and this Agreement supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement between the parties. This Agreement, including the Fee Schedule may be amended in writing by AIG upon thirty (30) days prior written notice to FACILITY. This Agreement may also be amended in a writing signed by both parties. The terms of this Agreement are the only commitments between the parties and the parties shall not be held liable for any statements or agreements whether written, oral or in any other format not recorded in this Agreement

8.13 Confidential Information. FACILITY and all of its employees, agents and representatives, at all times during this Agreement and subsequent to its termination shall not disclose, except to AIG or on request of any government or quasi-governmental agency having jurisdiction thereof, any professional secrets, data, materials, schedules, advertisements or programs and the like and any information with respect to AIG, the practice or any contractual commitments of AIG, or the names and addresses of the other Participating FACILITYs or their patients. Nothing in this Agreement shall be deemed to modify the physician-patient privilege as created by statute or common law. FACILITY (and the respective officers, directors, employees, agents, successors and assigns of FACILITY) shall not voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any portion of the Confidential Information without the express written consent of AIG. FACILITY shall treat as confidential the terms of this Agreement and all other information received from Payor directly or through AIG, including, without limitation, all guidelines, reports and procedures, quality assurance procedures, credentialing procedures, Covered Persons lists, pricing information, utilization data, and all other information (hereinafter "Payor Information") made available to FACILITY. AIG agrees to maintain confidentiality of all FACILITY patient records or information deemed confidential, except to the extent necessary to satisfy the normal business practices and terms of this Agreement.

8.14 Medical Records. FACILITY shall abide by all of the general policies for medical ethical conduct rules, as well as Payor and/or AIG guidelines or policies for medical confidentiality and the preservation of human dignity. AIG shall require FACILITY to treat as confidential, the medical records of Covered Persons so as to comply with all applicable federal and state laws and regulations regarding confidentiality of Patient records. The Parties hereto shall maintain the confidentiality of any and all medical records which shall be in their possession and control, such information shall only be released or disseminated pursuant to the valid authorization of the Covered Person whose medical condition is reflected in such medical records or as shall be otherwise permitted under applicable law.

8.15 Privacy of Records and Information. Any records or information regarding the identity, diagnosis, health or treatment of a Covered Individual, or payment therefor, shall be treated as confidential in accordance with applicable law, rule, or regulation. Each party shall be responsible for ensuring that performance of its/his/her duties and obligations and the exercise of its/his/her rights under this Agreement complies with all applicable Privacy Laws (hereinafter defined). In the event that this Agreement or any practices which could be, or are, employed in the performance of this Agreement are inconsistent with or do not satisfy the requirements of any Privacy Laws, each party shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws, rules, and regulations and to execute and deliver any documents required to comply with such Privacy Laws, including without limitation any business associate agreement pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). For purposes of this Agreement, "**Privacy Laws**" means all present and future laws and regulations relating to the privacy and security of individually identifiable medical, financial, or other information, including, without limitation regulations implementing HAIGA (Sections 1171 through 1179 of the Social Security Act as amended and Section 284 of Pub. L. 104-191).

8.16 Regulatory Approval. This Agreement and any amendments thereto may be subject to approval of the regulatory agencies or departments in the State of service and may not be effectuated without any such required approval, except as may otherwise be permitted by applicable law.

8.17 Trademarks and Copyrights. Each Party acknowledges the other Party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks and service marks, whether presently existing or later established (collectively "Marks"). No Party shall use the other Party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent. Notwithstanding the foregoing limitations, FACILITY hereby grants to Payors the right (but not the obligation) to use the FACILITY's (and that of its partners, shareholders and/or members) name(s), address(es), phone number(s) and any other relevant information in any marketing or administrative material Payor may distribute. Payors of AIG and other entities with Agreements with AIG may, but shall not be required to, list FACILITY in the AIG FACILITY directory or otherwise publicize the status of FACILITY as a FACILITY.

8.18 Non-Compete. FACILITY agrees during the time of this Agreement to advise AIG in writing of any ownership interests in any entity, which competes with or is a similar business as AIG. FACILITY also agrees not to directly or indirectly solicit any AIG clients during the term of this Agreement and for a period of one (1) year following termination of this Agreement

8.19 No Guarantee of Referrals. This Agreement provides no guarantees in any respect that Covered Individuals will be referred to PROVIDER, or that Covered Individuals will request or obtain Covered Services from PROVIDER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

FACILITY NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

PRINT NAME AND TITLE: _____

OFFICE ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID: _____

Other locations using same Federal Tax ID as above, which are bound by this Agreement:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

(Please Print Name and Address in the space provided)

TO BE COMPLETED BY FACILITY: Please CHECK and Initial if Signing Up for Pre-Funding

FACILITY elects to Pre-fund in accordance with all terms of this Agreement BUT FACILITY shall collect co-pays and deductibles and AIG shall reconcile unpaid balances in accordance with the terms of this Agreement.

Initials of Authorizer

**If the Pre-Funding option is not selected above, Standard Funding will be activated by default.*

TO BE COMPLETED BY AIG

ATLANTIC IMAGING GROUP, LLC

By: _____

Signature of Authorized Representative

Date of Signature

Name: _____ (Type or print name)

Title: _____ (Type or print title)

EXHIBIT A

1. PROFESSIONAL CREDENTIALS

- 1.1. FACILITY is a facility or physician office owned by either (i) a person with an unrestricted license or other authorization to practice medicine in the State of Service; or (ii) a partnership, professional service corporation or other entity, all of the partners, shareholders, or members of which have an unrestricted license or other necessary authorization to practice medicine in the State of Service and who are Board certified in their specialty. Copies of FACILITY and FACILITY Providers' current valid operating certificate/license shall be provided to AIG. In addition, all physicians employed or whose services are utilized by FACILITY must be board certified in their specialty.
- 1.2. FACILITY, where applicable, has active State or Federal licensing or certificate of need.
- 1.3. FACILITY Provider, where applicable, has not and shall not (i) have any privileges reduced, limited, suspended or terminated or been placed on probation by any regulatory or licensing agency; (ii) been restricted from receiving payment from Medicare, Medicaid or any other third party reimbursement programs; (iii) been subject to disciplinary action by any state or local medical society, specialty society, state board of medical examiners; or (iv) been subject to sanctions of any kind whatsoever by any person or entity for improper procedures or actions; PROVIDED, HOWEVER, that, in the discretion of AIG, the foregoing shall not apply to suspensions related to a reasonable delay in completing medical records. Any such actions shall be reported by FACILITY to AIG.
- 1.4. FACILITY and FACILITY Providers have not and shall not have been disciplined, suspended or terminated from a Federal, State or Local Health Plan, Union, PPO, HMO or other managed care organization.
- 1.5. FACILITY on behalf of itself and FACILITY Providers shall purchase and maintain, at the sole cost and expense of FACILITY, comprehensive policies of professional liability/malpractice insurance in amounts as determined and may be amended by AIG from time to time. At the present time such insurance limits of occurrence and aggregate shall be a minimum of ONE MILLION DOLLARS (\$1,000,000.00)/THREE MILLION DOLLARS (\$3,000,000.00) respectively. Such amounts may be increased in the event of a change in applicable law or regulation. FACILITY shall authorize the insurance carrier to issue to AIG a certificate of insurance and each such policy shall contain an endorsement requiring the insurer to give AIG not less than thirty (30) days prior written notice of any cancellation, termination or material alteration of such policy. Notwithstanding the foregoing, FACILITY shall provide AIG with notification within fifteen (15) days of notice of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation or any such policy, FACILITY shall secure replacement of such insurance coverage upon the same terms, and shall furnish AIG with a certificate and endorsement as described herein. A copy of the issuing Section of the policy reflecting such insurance shall be provided to AIG. If the foregoing coverage is provided on a "claims made" rather than on an "occurrence" basis, FACILITY shall obtain so-called "tail insurance" in the appropriate amounts.
- 1.6. FACILITY shall provide to the AIG the following information with respect to itself and every FACILITY Provider, as applicable:
 - Details of any professional liability actions that have resulted in adverse judgments or any financial settlements within the last five (5) years.

- Details of these professional liability actions with respect to professional liability. This information shall be reviewed by AIG, and its evaluation shall consider the frequency of such actions, the financial impact of such actions and the clinical circumstances surrounding the alleged acts of malpractice. AIG is fully cognizant of the current litigious conditions in the United States and its evaluation shall consider the litigious climate as part of the credentialing process. FACILITY shall not be automatically disqualified from providing Covered Services on behalf of AIG due to a history of judgments and/or settlements; provided however, FACILITY agrees that it will be disqualified from providing Covered Services under this Agreement if at any time prior to or during the term of this Agreement, it has settled \$1,000,000.00 of malpractice claims over a five (5) year period. AIG shall have sole discretion in the determination of the impact of malpractice history for purposes of credentialing.
- 1.7. AIG reserves the right to require specific formal training in new procedures and/or technologies prior to credentialing or recredentialing.
 - 1.8. FACILITY shall authorize AIG or its designee, its agents, representatives, employees or delegates to query the National Practitioner Data Bank (NPDB) to obtain a personal profile of each FACILITY Provider.
 - 1.9. FACILITY Provider shall meet the continuing education or such other continuing medical education as required by state of service.
 - 1.10. FACILITY shall maintain appropriate medical records and shall, subject to applicable law, provide such records to AIG as deemed necessary by AIG, in its sole discretion, for purposes of utilization management and/or quality assessment.
 - 1.11. FACILITY shall: (i) properly maintain, calibrate and license all equipment in FACILITY's offices; (ii) maintain a formal OSHA quality control program for all office equipment; and (iii) allow procedures to be performed and interpreted only by persons with appropriate training and/or certification.
 - 1.12. All radiological technologists must be registered by the American Registry of Radiological Technicians (ARRT) or such other accreditation body approved by the AIG and, if necessary, licensed by the State of Service.
 - 1.13. AIG reserves the right to require independent verification of any and all of the Credentialing Criteria and to perform site visits to the locations of FACILITY.

EXHIBIT B

FEE SCHEDULE

Please contact Atlantic Imaging Group, LLC for a copy of your fee schedule:

**Patrick Knipe
Network Operations Manager
Phone: 973-451-8227
Email: pknipe@aignetwork.com**