

# COMMONWEALTH OF VIRGINIA



**Serve**

FREDERICKSBURG CIRCUIT COURT  
Civil Division  
701 PRINCESS ANNE STREET SUITE 100  
FREDERICKSBURG VA 22401  
(540) 372-1066

## Summons

To: MARY WASHINGTON HEALTHCARE SERVICES, INC  
MW HEALTHCARE REG. AG., LLC  
2300 FALL HILL AVE.  
SUITE 509  
FREDERICKSBURG VA 22401

Case No. 630CL26000524-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Friday, June 05, 2026

Clerk of Court: JEFF SMALL

by *David Wolfson*  
(CLERK/DEPUTY CLERK)

Instructions: SEE ATTACHED COMPLAINT & EXHIBITS

Hearing Official:

Attorney's name:

COMMONWEALTH OF VIRGINIA



FREDERICKSBURG CIRCUIT COURT
Civil Division
701 PRINCESS ANNE STREET SUITE 100
FREDERICKSBURG VA 22401
(540) 372-1066

Proof of Service

Virginia:
In the FREDERICKSBURG CIRCUIT COURT

Case number: 630CL26000524-00
Service number: 002
Service filed: June 03, 2026

Judge:

Served by: SPECIAL PROCESS SERVER
Style of case: VIRGINIA MEDICAL IMAGING, INC. vs MARY WASHINGTON HEALTHCARE SER
Service on: MARY WASHINGTON HEALTHCARE SERVICE Attorney:
MW HEALTHCARE REG. AG., LLC
2300 FALL HILL AVE.
SUITE 509
FREDERICKSBURG VA 22401

Instructions: SEE ATTACHED COMPLAINT & EXHIBITS

Returns shall be made hereon, showing service of Summons issued Friday, June 05, 2026 with a copy of the Complaint filed Wednesday, June 03, 2026 attached.

Hearing date :
Service issued: Friday, June 05, 2026

For Sheriff Use Only

Form with sections for NAME, PERSONAL SERVICE, Evicted, Not Evicted, DEPUTY SHERIFF, For Sheriff, For County/City.

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE CITY OF FREDERICKSBURG**

**VIRGINIA MEDICAL IMAGING, INC.,  
Individually and Derivatively for  
MEDICAL IMAGING OF  
FREDERICKSBURG, LLC**

**Plaintiffs,**

**v.**

**MARY WASHINGTON HEALTHCARE  
SERVICES, INC.**

Serve:

MW Healthcare Registered Agent, LLC  
2300 Fall Hill Ave., Ste. 509  
Fredericksburg, VA 22401-3343

**Defendant.**

**Case No.** \_\_\_\_\_

**COMPLAINT**

COMES NOW Plaintiff Virginia Medical Imaging, Inc., by counsel, and files this Complaint individually and derivatively on behalf of Plaintiff Medical Imaging of Fredericksburg, LLC, against Defendant Mary Washington Healthcare Services, Inc. In support, Plaintiffs state as follows:

**JURISDICTION AND VENUE**

1. This court has jurisdiction over this matter pursuant to Virginia Code §§ 17.1-513 and 13.1-1042.
2. Venue is proper in this court pursuant to Virginia Code § 8.01-262.

**PARTIES**

3. Plaintiff Virginia Medical Imaging, Inc. ("VMI") is a Virginia stock corporation with its principal place of business located at 10401 Spotsylvania Ave Ste 200, Fredericksburg,

VA 22408 – 8606. VMI’s legal name was Medical Imaging of Fredericksburg, Inc. until October 2001.

4. Plaintiff Medical Imaging of Fredericksburg, LLC (“MIF” or the “Company”) is a Virginia limited liability company with its principal place of business located at 1340 Central Park Blvd Ste 207, Fredericksburg, VA 22401 – 3343.

5. Defendant Mary Washington Healthcare Services, Inc. (“Mary Washington”) is a Virginia stock corporation with its principal place of business located at 1340 Central Park Blvd Ste 207, Fredericksburg, VA 22401 – 3343. Mary Washington’s legal name was MediCorp Services, Inc. until January 2010.

#### **STANDING TO BRING DERIVATIVE ACTION**

6. MIF is comprised of two members: VMI, which holds a 49 percent membership interest, and Mary Washington, which holds a 51 percent membership interest.

7. Pursuant to the Company’s Operating Agreement, attached hereto as Exhibit 1, management of the Company is done through a Managers Committee consisting of five Representatives. Two of the Representatives are chosen by VMI; three of the Representatives are chosen by Mary Washington. Ex. 1 at §§ 8.1-8.3.

8. VMI is and was, at all relevant times, a member of the Company.

9. Because the actions complained of were committed by the controlling member of the Company and Mary Washington would never authorize the Company to bring an action against it individually, demand is futile and this action can be filed without it having been made.

*Davis v. MKR Dev., LLC*, 295 Va. 488 (2018).

10. VMI has every incentive to vigorously pursue this lawsuit, and the remedies it seeks are in the best interest of the Company.

## GENERAL ALLEGATIONS

### *Relevant Background*

11. MIF was formed in 2000. The Company provides comprehensive outpatient diagnostic imaging services, including MRI, CT, X-ray, 3D mammography, and ultrasound across eight locations in Fredericksburg, Stafford and King George. MIF specializes in detecting diseases early through advanced imaging—such as low-dose lung scans—and providing clear, detailed pictures for accurate diagnoses by board-certified radiologists, often at lower costs than hospitals.

12. MIF's predecessor was originally founded by Radiologic Associates of Fredericksburg, Ltd. ("RAF") in the 1980s. RAF is a prominent, physician-owned private practice providing subspecialized diagnostic imaging and interventional radiology services in the greater Fredericksburg region since 1948. RAF served patients at Mary Washington and Stafford Hospitals through June 30, 2025, and continues to provide radiology services at hospitals and outpatient imaging centers throughout Virginia and the surrounding region, including MIF's eight locations.

13. RAF is closely affiliated with VMI. RAF is structured such that RAF shareholders who work in the Fredericksburg area are afforded a portion of VMI's 49 percent membership interest in MIF. Every VMI shareholder is a RAF radiologist.

14. MIF was born out of the partnership between RAF and Mary Washington. In 2000, RAF, through VMI, and Mary Washington agreed to partner together to form MIF.

15. Over the course of the past quarter century, VMI and RAF have helped build MIF into the crown jewel of the Mary Washington healthcare system, consistently receiving national recognition and awards for patient experience, patient care and clinical quality performance.

16. Since then, RAF has contracted directly with MIF to provide physicians skilled in the supervision and interpretation of medical images at MIF facilities. RAF and MIF are currently parties to a Professional Services Agreement (the “PSA”), attached hereto as Exhibit 2.

17. VMI and MIF are currently parties to a Management Services Agreement (the “MSA”), attached hereto Exhibit 3, in which VMI and MIF have agreed for VMI to serve as supervisor and manager of MIF’s imaging facilities.

18. Separately, RAF and Mary Washington Hospital, Inc. (the “Hospital”), an affiliate of Mary Washington with the same leadership (collectively, “Mary Washington Healthcare”), were parties to a Radiology Services Agreement (the “RSA”), enclosed as Exhibit 4, in which RAF and the Hospital agreed that RAF would provide around-the-clock physician coverage in the Department of Radiology. The RSA’s initial term commenced on July 1, 2019 and was automatically renewed for a two year-period on June 30, 2023.

***Non-Renewal of RSA***

19. The trouble began in 2024. Throughout the year, RAF and Mary Washington Healthcare’s principals sought to negotiate an amended RSA, which was set to auto-renew for a third term on June 30, 2025. Pursuant to the RSA, written notice of non-renewal 180 days prior to June 30, 2025 was required to permit the expiration of the RSA on that date.

20. For its part, RAF wanted an amendment that would address overnight restrictions at the Hospital. Requiring radiologists to remain onsite overnight is increasingly uncommon across the industry, with remote reading now a widely accepted and proven practice.

21. Despite multiple follow-up communications, progress on negotiating an amended RSA stalled. By June 2024, four RAF radiologists resigned, underscoring the urgency of RAF’s need to address unsustainable terms and retain talent in an increasingly competitive market.

22. On June 17, 2024, Mary Washington Healthcare sent RAF a proposed revised RSA that introduced material new terms. The proposed revised RSA was unacceptable for multiple reasons and the following day, RAF proposed a short-term amendment to maintain service continuity while negotiating a long-term solution. Mary Washington Healthcare declined the short-term amendment.

23. Mary Washington Healthcare subsequently denied RAF's request for mediation to facilitate the negotiations.

24. In September 2024, RAF engaged Regents Health Resources, a healthcare consulting group previously utilized by Mary Washington Healthcare, to provide an analysis. In November 2024, Regents Health Resources presented their findings to RAF and Mary Washington Healthcare senior leadership, identifying a significant financial shortfall that limits RAF's ability to recruit and retain radiologists. Their analysis also outlined the estimated value of the services RAF provides to the healthcare system.

25. Following the presentation, Mary Washington Healthcare provided assurances to RAF that RAF's concerns were understood and would be addressed.

26. On December 10, 2024, Mary Washington Healthcare submitted a further revised RSA that did not address the critical issues previously identified.

27. Accordingly, on December 12, 2024, after careful consideration, RAF regrettably was forced to issue formal notice of non-renewal of the RSA. The RSA therefore terminated on June 30, 2025.

28. The breakdown in negotiations and non-renewal of the RSA do not form a part of the basis of Plaintiffs' claims in this lawsuit. However, these events were the impetus for the

retaliatory campaign of minority member oppression and insider dealing by Mary Washington that followed, almost immediately.

***2024 Fourth Quarter Distribution Freeze and Decision Not to Renew PSA***

29. On December 20, 2024, Sean Barden, the Hospital's then-CFO and a Representative appointed by Mary Washington on the Managers Committee, informed VMI that the Company would withhold MIF's fourth-quarter distributions.

30. This sudden decision—made eight days after RAF's notice of non-renewal—was a departure from the prior 13 years in which MIF had not once withheld quarterly distributions from VMI, including during the COVID pandemic and the simultaneous and capital-intensive opening of two imaging centers in the prior year. It was also a breach of Section 7.1 of the Operating Agreement, which requires that net cash flow “*shall be distributed.*” Ex. 1 at § 7.1. While the Managers Committee has discretion to determine the timing of such distributions, cash available for distribution is determined by the Managers Committee “after taking into consideration necessary or desired reserves for the Company, and other relevant factors, including operational needs requiring any refinancing, or the impact of any capital transaction.”

31. On January 8, 2025, at a MIF Managers Committee meeting, the three Representatives appointed by Mary Washington formally voted to withhold MIF's 2024 fourth-quarter distributions over the “no” votes of VMI's two Representatives.

32. At this same meeting Mr. Barden conceded that MIF has sufficient cash flow, but noted the lack of a policy governing distributions, citing this as the reason for withholding distributions. Neither consideration of cash reserves nor operational needs nor any other factor was provided to VMI at the time the decision was made to withhold distributions.

33. Also at the January 8, 2025 Managers Committee meeting, the three Mary Washington Representatives voted not to renew the PSA with RAF. No rationale was provided and the PSA's initial term was not set to expire until February 1, 2027—more than two years from the date of the meeting. No written notice was ever provided, as required by the PSA. Ex. 2 at § 3(a). The three Mary Washington Representatives also voted not to renew the MSA with VMI, notwithstanding that the MSA's current term was not set to expire until December 2028.

***Mary Washington Healthcare's Attempted Poaching of RAF (MIF) Radiologists***

34. Later that month and through February 2025, Mary Washington Healthcare's incoming president and CEO, Dr. Christopher Newman, personally solicited RAF (and by virtue of the PSA, MIF) radiologists to work directly at the Hospital system. In other words, Dr. Newman sought to poach RAF radiologists to work directly for the Hospital system instead of at one or more of MIF's eight locations. A representative solicitation email he sent is attached hereto as Exhibit 5.

35. Not only were the solicitations a blatant attempt to destroy RAF's, and by extension VMI's, business, Dr. Newman's conduct was a flagrant breach of Mary Washington's fiduciary duties to MIF. MIF is staffed by RAF radiologists. See Ex. 2. Mary Washington has an obligation to the Company to refrain from taking actions that would significantly devalue and jeopardize the Company's business—such as poaching the very radiologists staffed at MIF's locations. Making matters worse, Mary Washington's actions were done during a nationwide shortage of qualified radiologists.<sup>1</sup>

---

<sup>1</sup> Elizabeth Y. Rula, Ph.D., *The Radiologist Shortage: A Workforce Update from HPI*, AMERICAN COLLEGE OF RADIOLOGY, Feb. 5, 2026, available at <https://www.acr.org/Clinical-Resources/Publications-and-Research/ACR-Bulletin-2026/radiologist-shortage-work-force-update>.

36. Mary Washington Healthcare's outgoing president and CEO, Michael McDermott, also personally solicited at least two VMI individuals to join the Hospital system and leave MIF at the end of January and beginning of February 2025.

37. At the same time, in retaliation for RAF's notice of non-renewal, Mary Washington sought to move PET/CT<sup>2</sup> services directly to the Hospital and away from MIF. On February 10, 2025, Dr. Heather Newman (Christopher Newman's wife) explicitly told a RAF-employed physician of Mary Washington Healthcare's plan to move PET/CT services from MIF to benefit a Mary Washington Healthcare affiliate at MIF's expense.

38. Fortunately for MIF, Mary Washington leadership was unable to convince a single RAF radiologist to leave MIF to work directly for Mary Washington Healthcare.

#### *Attempted Buyout*

39. Spurned by RAF's individual radiologists, Mary Washington Healthcare changed tack.

40. On April 10, 2025, Mary Washington Healthcare "or an affiliate" (according to the term sheet) made a formal written offer to purchase VMI's 49 percent interest in MIF.

41. The proposed purchase price in the term sheet signed by Dr. Newman, enclosed as Exhibit 6, was not a serious offer both in its proposed price and terms.

42. An express condition of the sale was "that the parties put the past behind us and cooperate for a seamless transition to an employed radiology model and 'make this easy' for MWHC."

---

<sup>2</sup> Positron emission tomography-computed tomography is an advanced imaging test that combines a CT scan's anatomical pictures with a PET scan's metabolic data.

43. The term sheet also made an express threat to VMI and RAF: “Every day MWHC develops its own solution of employing radiologists results in this offer of purchase and employment becoming less attractive.”

44. VMI almost immediately rejected the purchase offer.

45. From this point forward, it became clear to Plaintiffs that Mary Washington’s aggressive actions were designed to squeeze out VMI from the Company and force a sale on unreasonable terms.

### ***Bad-Faith Lease Escalation***

46. On May 9, 2025, Mary Washington notified VMI that the lease for MIF’s Imaging Center for Women (“ICW”) in Fredericksburg, which was set to expire on June 30, 2025, would not be automatically renewed and would be extended at the same rent through December 31, 2025. The ICW provides specialized diagnostic mammography services; biopsies and other procedural women’s imaging services are performed exclusively there within the MIF system.

47. On June 18, 2025, Mary Washington notified VMI that MIF’s lease at ICW would actually be renewed for another year, through June 30, 2026, to be voted on by the Managers Committee on June 23, 2025. Without any justification, the cost for the lease increased by over 50 percent, from \$28 per square foot to \$43 per square foot, which the Managers Committee subsequently approved over the “no” votes of the two VMI Representatives. This rate is significantly over market. Mary Washington has attempted to justify the price increase by claiming it is a passthrough cost from the master lease at this location with MediCorp Properties, Inc. (“MediCorp Properties”), a Mary Washington Healthcare-affiliated entity. Specifically, Mary Washington, through its counsel, has stated that

the sharp increase in rent is because prior to 2025, Mary Washington did not realize that the rental rate for MIF's sublease was below the amount of rent charged by the building owner to MediCorp Properties. MediCorp Properties is not willing to continue to sublease the ICW suite at a loss. This is problematic for at least two reasons.

48. First, property records show that MediCorp Properties, along with Cowan Eight LLC and "Cowan MWHC – Financial Operations," are the owners of the ICW suite location. These Cowan entities are affiliated with Mary Washington Healthcare.<sup>3</sup> Accordingly, Mary Washington Healthcare is responsible for any loss MediCorp Properties incurred by entering into a master lease agreement for a property that it co-owns that resulted in an above-market rental rate. MIF should not be forced to pay significantly above-market rent because of Mary Washington Healthcare's poor business decisions.

49. To be sure, there is no serious doubt the ICW lease rate is over market. The Managers Committee commissioned an independent appraisal, which is attached hereto as Exhibit 7, that confirms the fair market value is \$28 per square foot.

50. Second, this expensive and untenable lease arrangement could be construed as a violation of federal Medicare anti-fraud laws. It is not hard to see how the elevated rental rate could be interpreted as illegal remuneration or an improper kickback because MediCorp Properties controls the flow of Medicare referrals for the professional services at ICW.

51. Rightfully concerned, VMI has repeatedly asked for the legitimate business justification for MIF's 50-percent above market rental rate. To this day, no legitimate business justification has been provided.

---

<sup>3</sup> Mary Washington Healthcare's 2024 Form 990 lists MediCorp Properties as the "direct controlling entity" for Cowan Investment Partners, LLC. ("Cowan MWHC – Financial Operations" is not registered with the State Corporation Commission.)

52. Mary Washington's actions are in blatant violation of Section 3.6 of the Operating Agreement, which permits Mary Washington and VMI to engage in business dealings with other companies, but must be done on "terms [that] are reasonable to the Company." A jacked-up rental rate of over 50 percent above market that is passed through by Mary Washington Healthcare affiliates is *per se* unreasonable.

53. Because the ICW rental rate is outrageous and untenable and MediCorp Properties evidently refuses to return the rent to fair market value, VMI has repeatedly asked Mary Washington, as the majority and controlling member of MIF, for alternative rental options for the ICW facility. Mary Washington has repeatedly delayed executing alternative arrangements, to MIF's significant detriment.

54. Relocating the ICW is a 12- to 18-month process. At present, absent meaningful and swift progress, ICW will close simultaneously with the expiration of the PSA.

55. Even if a new location were identified and agreed upon as of the date of this filing, ICW would still likely face a six- to 12-month operational shutdown during transition and buildout. In the current technologist market, that duration would effectively guarantee the loss of remaining staff, as they would secure employment elsewhere. The ongoing instability has already resulted in multiple technologist resignations, further worsening staffing challenges.

56. The result would be the elimination of mammography services within a 50-mile radius of Fredericksburg beginning in February 2027, along with substantial and potentially irreparable financial harm to MIF due to patient outmigration, loss of downstream services, and continuing equipment lease obligations.

57. MIF has been irreparably harmed by Mary Washington's insider dealing and so too will women's health in Fredericksburg if no long-term rental location is identified swiftly.

### ***Failure to Relocate Medical Imaging of King George Facility***

58. Another of MIF’s eight facilities is Medical Imaging of King George (“MIKG”). The sublease for MIKG was set to expire on July 31, 2026; a short term extension was negotiated such that the sublease now expires on January 31, 2027.

59. MIKG’s current location is owned by a third party, but MediCorp Properties is the master tenant for the building and has subleased the imaging center portion of the facility to MIF.

60. Importantly, MediCorp Properties—which has the same leadership as Mary Washington, including Dr. Newman as CEO—has refused to renew the sublease for a long-term rental.

61. Instead, the agreed plan since 2024 has been to move MIKG to a new facility purchased by Mary Washington Healthcare called Dolleys Court. This plan is evidenced by the following:

- a. During an August 26, 2024 Managers Committee meeting, Cathy Yablonski, a Mary Washington Representative, stated that it may be beneficial to relocate MIKG to a new identified location and that such a relocation would ideally occur at the end of MIKG’s lease.
- b. During a November 20, 2024 Managers Committee meeting, Ms. Yablonski confirmed the new Dolleys Court facility would include imaging because this consolidated care model “supports community need and volume growth.” During that same meeting, Ms. Yablonski noted the Mary Washington Healthcare team would send the “completed fit planning” to a VMI Representative and a member of the VMI leadership team.
- c. On November 22, 2024, Ms. Yablonski sent an email to these same VMI individuals requesting feedback on the “conceptual plan for the King George location” and attached a proposed floor plan for the Dolleys Court facility.
- d. On January 17, 2025, Ms. Yablonski sent another email to these same VMI individuals with “the most recent floor plan for King George” and indicating that a “[d]esign meeting with [sic] coming soon.”

- e. On August 27, 2025, a representative from Mary Washington Healthcare contacted MIKG's management to confirm MIKG's on-site staffing estimates for purposes of contracting with food and beverage servicers at the Dolleys Court facility.
- f. On October 11, 2025, during the Hospital's Fall Festival in King George, hospital staff informed patients that all locations would be relocating to the new Dolleys Court facility and distributed informational magnets referencing MIKG.
- g. On October 17, 2025, the MIF MIKG manager was invited, at the behest of Hospital representatives, to tour and review the Dolleys Court facility. Photographs taken during the tour revealed the Dolleys Court Facility including clearly labeled medical imaging rooms.

62. Then, without warning, at a November 12, 2025 Managers Committee meeting, Mary Washington abruptly stated that the long-planned relocation would not occur. Remarkably, the Managers Committee also approved the MIF 2026 operating budget, which included relocation and buildout expenses for MIKG and lease payments for the Dolleys Court facility. Mary Washington has provided no explanation for this decision and, as of today, has not identified an alternative site.

63. In response to numerous concerns raised by VMI, Mary Washington Healthcare has agreed to extend the sublease for another six months, through January 31, 2027. However, Mary Washington has refused to provide any further information on long-term lease options or the rationale for abruptly foreclosing the Dolleys Court location as a permanent home for MIKG.

64. The confluence of the PSA, the ICW lease and the MIKG lease all set to expire on January 31, 2027 creates an additional risk of service loss for an already underserved community, particularly for pediatric and mammography patients. At present, there are no viable alternative properties in the area available for relocation.

### ***Approval of PSA Renewal and Subsequent Recission***

65. On March 25, 2026, the Managers Committee voted unanimously to extend the PSA between RAF and MIF, which was set to expire on February 1, 2027, for an additional three years to February 1, 2030.<sup>4</sup>

66. The unanimous vote was an implicit recognition of the obvious: MIF cannot survive as a going concern without RAF radiologists to staff its eight locations and Mary Washington's campaign of retaliation and squeeze-out tactics is doing irreparable harm to the Company. As of today, Mary Washington has proffered no plan regarding radiological staffing at MIF's eight locations once RAF's radiologists are terminated in eight months.

67. On March 31, 2026, just six days later, Sandra Brown, the Chair of the Managers Committee and a Mary Washington Representative who voted to extend the PSA, announced her retirement. This announcement came as a surprise to VMI.

68. Just seven days after the Managers Committee vote, on April 1, 2026, Mary Washington called a "special meeting" of the Managers Committee for April 21, 2026.

69. On April 6, 2026, Lori Szweda, a VMI Representative, met with Cody Blankenship, MIF's Operations Manager and a Mary Washington Representative, to sign a one-page addendum to the PSA that memorialized the Managers Committee vote to extend the PSA.

70. Mr. Blankenship, who just 13 days earlier voted to extend the PSA and who under the Operating Agreement has authority to enter into contracts on behalf of the Company, stated that he could not sign the addendum. Mr. Blankenship acknowledged that he has signing authority, but stated that he nonetheless could not sign the document. When asked why, he said

---

<sup>4</sup> As explained previously, on January 8, 2025, MIF, through its three Mary Washington Representatives voted not to renew the PSA with VMI, but no written notice was ever provided as required by the PSA. Ex. 2 at § 3(a).

he could say nothing further. The meeting concluded with Mr. Blankenship stating that he “can’t say anything” and that he “can’t sign anything.”

71. On April 21, 2026, the “special meeting” of the Managers Committee was held. Ms. Brown nominated Thomas Mathews, Mary Washington Healthcare’s CFO, to be her successor as Chair. Mr. Mathews has no prior experience with MIF and, after a vote over the objections of VMI’s Representatives, was elected Chair. He is the fourth Chair of the Managers Committee appointed by Mary Washington in the past 15 months.

72. At the “special meeting,” the three Mary Washington representatives (including Mr. Blankenship and Debra Marinari, who previously voted to extend the PSA) voted to rescind the PSA extension. The Mary Washington Representatives stated that the extension was based off emotional appeal and that the Committee did not exhibit appropriate fiduciary responsibility.

73. On information and belief, Dr. Newman and Mary Washington leadership forced or otherwise exerted pressure on Ms. Brown to resign in response to her vote to extend the PSA.

74. On information and belief, Dr. Newman and Mary Washington leadership forced or otherwise exerted pressure on Mr. Blankenship to rescind the PSA extension.

75. On information and belief, Dr. Newman and Mary Washington leadership forced or otherwise exerted pressure on Ms. Marinari to rescind the PSA extension.

76. On April 27, 2026, Dr. Newman “said the quiet part out loud” in a discussion with VMI Representative Roni Talukdar. Dr. Talukdar and Dr. Newman first discussed reaching a broader agreement between RAF and Mary Washington Healthcare regarding radiology interpretation services at Mary Washington and Stafford Hospitals as well as continued services at MIF. Later in the discussion, Dr. Talukdar voiced his concerns regarding the ICW and MIKG lease issues because of the patient care implications irrespective of the RSA. Dr. Newman

responded, “I guess we’ll have to see how the negotiation goes.” In other words, Dr. Newman was explicitly and impermissibly conditioning the resolution of the ICW and MIKG lease issues—which is entirely a MIF concern—on RAF’s and Mary Washington Healthcare’s broader service agreement negotiations.

77. Mary Washington’s actions constitute breaches of its fiduciary duties to the Company, breach of the Operating Agreement, and tortious interference with the PSA. They further require that Mary Washington be disassociated from MIF immediately, lest Mary Washington work further injustice on the Company.

**COUNT I – DISASSOCIATION PURSUANT TO VA. CODE § 13.1-1040.1**

78. Plaintiffs incorporate by reference all allegations contained in the Complaint as though restated herein.

79. Virginia Code § 13.1-1040.1(5) provides that a limited liability company, on application to a court of law, may seek the disassociation of a member where:

- a. The member engaged in wrongful conduct that adversely and materially affected the business of the limited liability company;
- b. The member willfully or persistently committed a material breach of the articles of organization or an operating agreement; or
- c. The member engaged in conduct relating to the business of the limited liability company which makes it not reasonably practicable to carry on the business with the member.

80. Mary Washington, for all the reasons stated herein, has engaged in wrongful conduct that materially affects the Company, has materially breached the Company’s Operating Agreement, and has breached its fiduciary duties to the Company.

81. Mary Washington has engaged in wrongful conduct that has materially affected MIF's business by attempting to poach the very radiologists who provide the Company's core clinical services.

82. Mary Washington willfully and persistently breached Section 3.6 and Section 7.1 of the Operating Agreement by imposing an above-market, self-dealing lease at the ICW facility and by unilaterally freezing member distributions without a valid business justification.

83. By exerting improper pressure on Managers Committee Representatives to rescind a unanimous vote to extend the PSA—thereby leaving MIF with no radiological staffing plan for the following year—Mary Washington has made it not reasonably practicable to carry on the business of the Company and is the direct cause of the same.

84. If Mary Washington remains a member of MIF, then its continued retaliatory and self-serving conduct will result in the total destruction of the Company's value and the cessation of critical imaging services for the Fredericksburg community.

85. These circumstances necessitate the immediate judicial dissociation of Mary Washington as a member of MIF.

## **COUNT II – DERIVATIVE CLAIM FOR BREACH OF FIDUCIARY DUTY**

86. Plaintiffs incorporate by reference all allegations contained in the Complaint as though restated herein.

87. As the member with a 51 percent majority interest in MIF and three of the five Representatives on the Managers Committee, Mary Washington serves as the controlling member of the Company and owes MIF the fiduciary duties of good faith, loyalty, and care.

88. Mary Washington breached these duties by prioritizing its own corporate interests and those of its affiliates over the financial and operational health of the Company.

89. Mary Washington engaged in self-dealing and harmful conduct against the Company by:
- a. Attempting to solicit and poach the very radiologists who provide the essential clinical services at MIF's eight locations to work directly for the Mary Washington Hospital system.
  - b. Forcing the Company into a lease extension at the ICW facility with an affiliate, MediCorp Properties, at a rate of \$43 per square foot—more than 50 percent above the appraised fair market value of \$28 per square foot.
  - c. Abruptly canceling the long-planned MIKG relocation to the Dolleys Court facility without explanation, despite the Company already having allocated budget and resources for the move.
  - d. Exerting improper influence and pressure on Managers Committee Representatives to rescind the PSA extension, effectively leaving the Company without a viable plan for physician staffing after February 1, 2027.

90. By using its control of the Company to extract above-market rents and strip the Company of its clinical staff, Mary Washington abandoned its duty of loyalty to MIF.

91. These actions constitute a flagrant disregard for the Company's welfare and have caused MIF to incur unnecessary costs, lose business opportunities, and face an existential threat to its continued operations.

92. As a direct and proximate result of these breaches, MIF has suffered and continues to suffer significant monetary damages in an amount to be proved at trial but in no event less than \$400,000.

### **COUNT III – DERIVATIVE AND DIRECT CLAIM FOR BREACH OF CONTRACT**

93. Plaintiffs incorporate by reference all allegations contained in the Complaint as though restated herein.

94. The Operating Agreement constitutes a valid and binding contract between VMI and Mary Washington, governing the management and operation of MIF. MIF is bound by the Operating Agreement's terms. Va. Code § 13.1-1023(A)(1).

95. Mary Washington breached Section 7.1 of the Operating Agreement by withholding MIF's 2024 fourth-quarter distributions without justification.

96. On January 8, 2025, Mary Washington's Representatives voted to freeze these funds despite the Company possessing sufficient cash flow and lacking any legitimate "necessary or desired reserves" or "operational needs" to justify the withholding.

97. This breach deprived VMI of its individual right to contractually mandated distributions and harmed MIF by destabilizing its established financial protocols.

98. Mary Washington further breached Section 3.6 of the Operating Agreement, which mandates that business dealings with members or their affiliates occur on "terms [that] are reasonable to the Company."

99. On May 21, 2025, Mary Washington violated this provision by forcing MIF to accept an above-market rental rate at the ICW facility to benefit its affiliate, MediCorp Properties.

100. Because Mary Washington has extracted a rent increase of over 50 percent above the appraised fair market value for the benefit of its own affiliate, it has breached the express reasonableness requirement of the Operating Agreement.

101. Mary Washington also breached the implied covenant of good faith and fair dealing inherent in the Operating Agreement.

102. By orchestrating the rescission of the PSA extension and attempting to poach Company radiologists, Mary Washington acted in bad faith to destroy the fruits of the agreement for VMI and the Company alike.

103. As a direct result of these contractual breaches, VMI has suffered the loss of distributions and the devaluation of its membership interest, while MIF has suffered overpayment of rent and the loss of critical operational stability.

104. As a direct result of these contractual breaches, VMI and MIF have suffered and continues to suffer significant monetary damages in an amount to be proved at trial but in no event less than \$2,250,000.

**COUNT IV – DERIVATIVE CLAIM FOR  
TORTIOUS INTERFERENCE WITH CONTRACT**

105. Plaintiffs incorporate by reference all allegations contained in the Complaint as though restated herein.

106. MIF and RAF are parties to a valid and binding contract, the PSA.

107. Under the PSA, MIF secures the exclusive, specialized services of board-certified radiologists necessary to operate its eight diagnostic imaging locations.

108. MIF possessed a valid contractual expectancy in the continued performance, renewal, and formal execution of the three-year extension of the PSA, which the Managers Committee voted unanimously to approve on March 25, 2026.

109. As a member of MIF and a participant in its governance, Mary Washington had full, actual knowledge of the PSA and the newly approved three-year extension.

110. Mary Washington is a distinct corporate entity from MIF. When acting outside its capacity as a member or through improper governance manipulation to serve its independent Hospital interests, Mary Washington acts as a third party to MIF's contracts.

111. Mary Washington intentionally and improperly interfered with MIF's contractual relationship with RAF.

112. Mary Washington employed improper methods to disrupt the contract and force a rescission of the approved extension by:

- a. Attempting to solicit and poach RAF radiologists directly to the Hospital system, which would strip MIF of the human capital required to fulfill its end of the PSA;
- b. Threatening and pressuring independent Managers Committee Representatives to reverse their lawful corporate votes under distress; and
- c. Manipulating the leadership structure of the Managers Committee to install an outside Hospital executive, Thomas Mathews, for the explicit purpose of destroying MIF's long-term staffing stability.

113. By employing threats, administrative duress, and bad-faith maneuvering to force the cancellation of a vital clinical contract, Mary Washington has exceeded the bounds of legitimate corporate behavior.

114. Mary Washington acted with the predatory purpose of crippling MIF's independent operations, intending to divert MIF's patient base and imaging revenue into Mary Washington Healthcare.

115. As a direct and proximate result of Mary Washington's intentional and improper interference, MIF lost the operational certainty of a multi-year staffing agreement, faces the

imminent departure of its entire radiological workforce, and has suffered severe, irreversible damage to its business value.

116. As a direct result of Mary Washington's intentional and tortious interference with the PSA, MIF has suffered and continues to suffer significant monetary damages in an amount to be proved at trial.

**COUNT V – DISSOLUTION PURSUANT TO VA. CODE § 13.1-1047**  
**(IN THE ALTERNATIVE)**

117. Plaintiffs incorporate by reference all allegations contained in the Complaint as though restated herein.

118. This Count is pled in the alternative to Count I.

119. Pursuant to Virginia Code § 13.1-1047, a court may decree the dissolution of a limited liability company whenever it is no longer reasonably practicable to carry on the business in conformity with the company's operating agreement.

120. The Operating Agreement requires that the Company operate through a functioning Managers Committee and mandates that transactions with affiliates occur on terms "reasonable to the Company."

121. Mary Washington has completely frustrated the purpose of the Operating Agreement and paralyzed the Company's governance by:

- a. Coercing Managers Committee Representatives into rescinding a unanimous, contractually vital agreement to secure radiological staffing;
- b. Unilaterally freezing quarterly distributions without an operational basis or consideration of necessary reserves; and
- c. Forcing the Company to accept a self-dealing lease at the ICW facility that sits 50 percent above fair market value.

122. Where a majority member uses its control to systematically strip the Company of its clinical staff, block its relocation plans, and siphon its cash flow to affiliates, then it is no longer reasonably practicable to carry on the business.

123. The deep, irreconcilable conflict between VMI and Mary Washington makes it impossible for MIF to fulfill its corporate purpose of providing outpatient diagnostic imaging services past the expiration of the current staffing arrangements.

124. In the alternative to the relief sought in Count I, VMI requests that this Court enter an order dissolving MIF pursuant to Virginia Code § 13.1-1047, and directing that the Company's affairs be wound up in an orderly manner.

WHEREFORE, Plaintiffs respectfully request the following relief:

- A. On Count I, the disassociation of Mary Washington from MIF;
- B. On Count II, judgement in favor of MIF and against Mary Washington in an amount to be proven at trial, but in no event less than \$400,000;
- C. On Count III, judgement in favor of MIF and VMI and against Mary Washington in an amount to be proven at trial, but in no event less than \$2,250,000;
- D. On Count IV, judgment in favor of MIF and against Mary Washington in an amount to be proven at trial;
- E. On Count V, dissolution of MIF, in the alternative to the relief sought in Count I;
- F. For Plaintiffs' attorneys fees incurred in this action pursuant to Va. Code § 13.1-1045; and
- G. For such other relief as the Court deems appropriate.

**TRIAL BY JURY DEMANDED.**

Respectfully Submitted,

VIRGINIA MEDICAL IMAGING, INC.,  
Individually and Derivatively for  
MEDICAL IMAGING OF  
FREDERICKSBURG, LLC

By Counsel



---

Christopher Jánosky, Esq. (VSB No. 99069)

MichieHamlett PLLC

310 4th Street NE, 2nd Floor

P.O. Box 298

Charlottesville, Virginia 22902

Phone: (434) 951-7285

Fax: (434) 951-7245

Email: [cjanszky@michiehamlett.com](mailto:cjanszky@michiehamlett.com)

# **EXHIBIT 1**

**OPERATING AGREEMENT**

**OF**

**MEDICAL IMAGING OF FREDERICKSBURG, LLC**

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT OF  
MEDICAL IMAGING OF FREDERICKSBURG**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF MEDICAL IMAGING OF FREDERICKSBURG, LLC ("Operating Agreement") is made as of May 9, 2000, by MediCorp Services, Inc. ("MSI"), a Virginia stock corporation and Medical Imaging of Fredericksburg, Inc ("MIF, Inc.") a Virginia stock corporation, (the "Members" and sometimes individually referred to as the "Member").

**WITNESSETH:**

WHEREAS, the Members have formed a limited liability company known as Medical Imaging of Fredericksburg, LLC (the "Company") by Articles of Organization submitted to the Virginia State Corporation Commission (the "Commission") prior hereto and by a Certificate of Organization issued by the Commission on May 9, 2000 (the "Certificate"), for all purposes permitted by the Virginia Limited Liability Company Act, as now existing or hereafter amended (the "Act"); and

WHEREAS, the above-named Members desire and intend to create a written operating agreement, as permitted by the Act, pursuant to which the Company will be operated and administered; and

WHEREAS, the above-named Members constitute all of the Members in the Company, and desire and intend to operate the Company pursuant to this Operating Agreement and as provided by law.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained the Members agree as follows:

**ARTICLE 1  
ORGANIZATION**

1.1 Formation. The Company is formed as a Virginia Limited Liability Company effective as of the date of issuance of the Certificate of Organization by the State Corporation Commission, pursuant to and in accordance with the provisions of the Virginia Limited Liability Company Act (the "Act").

1.2 Term. The Company shall continue until dissolved as provided herein or as provided by law.

1.3 Purpose. The Company is an organization of community focused organizations, committed to meeting the imaging healthcare needs of the community and providing access for a broad cross section of the community to high quality imaging facilities in Fredericksburg and surrounding communities in accordance with the charitable goals and mission of MediCorp

Health System through the operation of facilities for outpatient imaging services and to engage in any and all general business activities incidental thereto.

1.4 Statutory Compliance. The Company shall exist under and be governed by the Articles of Organization of the Company, this Operating Agreement, and the applicable laws of the Commonwealth of Virginia. The Members of the Company shall make all filings and disclosures required by, and shall otherwise comply with, the Act and all applicable laws. The Members shall execute and file among the official records of the appropriate governmental offices any documents and instruments as may be necessary or appropriate with respect to the formation of, and conduct of business by, the Company.

1.5 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity, and no Member shall have any ownership interest in such property in his, her or its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all of its property in the name of the Company and not in the name of any Member.

## **ARTICLE 2 DEFINITIONS**

As used herein, the term:

2.1. Affiliate shall mean any entity which is owned or controlled by any Member, or which is under common control with any Member.

2.2 Act shall mean the Virginia Limited Liability Company Act as found in the Code of Virginia and modified from time to time.

2.3 Articles means all of the documents at any particular time that constitute the Articles of Organization of the Company. It includes the original Articles of Organization filed with the Commission, the original Certificate of Organization issued by the Commission and all amendments thereto. When and if the Articles of Organization are restated pursuant to any Articles of Amendment, "Articles" shall include only the restated Articles of Organization and any subsequent amendments to the restated Articles of Organization but shall not include the Articles of Amendment accompanying the restated Articles of Organization.

2.4 Assets shall bear the appreciated value and the gain shall be allocated to the original owner.

2.5 Bankruptcy means, with respect to any person, being the subject of an order for relief under Title 11 of the United States Code.

2.6 Capital Asset shall be defined as all property held by the Company and deemed to be capital assets.

2.7 Capital Transaction shall mean the purchase, sale, and exchange of capital assets.

2.8 Code means the Internal Revenue Code of 1986, as amended.

2.9 Member means each of the organizations identified in the preamble hereto.

2.10 Member's Representative means, if not the Member, the person or persons designated from time to time to represent a Member's interest at Membership meetings.

2.11 Membership Interests means the respective percentage interests of the Members in the profits and losses of the Company and distributions by the Company as set forth on Schedule A, as the same may be adjusted pursuant to this Operating Agreement.

2.12 Net Cash Flow of the Company means the income for Federal income tax purposes as shown on the books of the Company, increased by following:

(a) the amount of depreciation and amortization;

(b) any nontaxable income of the Company (excluding capital contributions);

and

(c) any nontaxable insurance proceeds, financing proceeds, excess reserves, and any other funds deemed by the Representatives to be available for distribution and reduced by the following:

(i) payments upon the principal of any mortgages or any other Company obligations or loans (excluding loans from Members);

(ii) the portion of any expenses, including but not limited to the Company's organization and syndication costs, start-up costs, and leasing commissions paid during the taxable year but required to be capitalized and amortized in subsequent taxable years under the Code;

(iii) expenditures, if any, for the acquisition of real property and for development of real property, capital improvements and/or replacements (except to the extent financed through capital contributions or borrowings of the Company, or reserves previously set aside by the Company for such purposes); and

(iv) such reserves for capital improvements, replacements, repairs, escrows, security deposits, tax and insurance payments and anticipated expenses or other contingencies, as the Representatives shall deem to be reasonably necessary in the conduct of the Company's business.

2.13 Operating Agreement shall mean this Operating Agreement, as amended, modified or supplemented from time to time.

2.14 Principal Office means the office located in or out of the Commonwealth of Virginia where the principal executive offices of the Company are located and where the records required to be maintained by the Act are to be maintained, which initially shall be at 2300 Fall hill Avenue, Suite 308, Fredericksburg, Virginia 22401.

2.15 Project shall be used to refer to all imaging facilities of the Company, including the Imaging Centers currently located at 2216 Princess Anne Street and 1101 Sam Perry Boulevard, Fredericksburg wherever relocated or established as determined by the Company.

2.16 Representatives shall mean the individual or individuals selected by a Member to serve on the Managers Committee.

2.17 Reserves shall mean reserve funds which may be established by the Representatives for working capital, contingent liabilities, taxes, debt service or other purposes consistent with this Operating Agreement.

2.18 Tax Compliance Addendum: As attached as Schedule B.

2.19 Tax Election: it is the intention of the Member(s) that the Company be considered a “partnership” under subchapter K of the Code and that the Company not be subject to any federal or state income taxation.

### **ARTICLE 3 MEMBERS**

WHEREAS, the former general partnership Medical Imaging of Fredericksburg has, now converted to this Limited Liability Company, the two members are the two former general partners and their capital accounts are passed into the Company.

#### **3.1 Admission of New Members.**

(a) New Members may be admitted only with the unanimous consent of the Member(s), upon the payment by such new Member of Initial Contributions (as defined in Section 4.1 below) for the percentage of the Membership Interest being acquired, in the amount as from time to time may be determined by the Member(s) to reflect the fair market value of a new Membership Interest, and upon the satisfaction of any standards and qualifications that may be established or adopted from time to time by the Managers Committee.

(b) No Member may assign its Membership Interests to a third party. Notwithstanding, the aforesaid shall not restrict a Member from assigning its Membership Interest to a successor or affiliate corporation in accordance with Article 9.

(c) The contribution of property by a Member shall require the appraisal of the property within 3 months of the date of the contribution for the evaluation of the

Membership Interest being acquired and appropriate adjustment of the Members Interest as contained in Schedule A.

3.3 Voting by Members. Each Member is entitled to the number of votes proportionately distributed pursuant to its Membership Interest as contained in Schedule A and shall vote on all matters upon which a membership vote is required under the provisions of the Articles, this Operating Agreement (contained in Section 8.2) , or the Act. A majority vote of the Members is required to constitute any affirmative vote of the Members unless otherwise provided. For purposes of voting, the Membership Interests as set forth on Schedule A shall not be changed except upon the admission of a new Member or the change of a Member's Interest as contained in Schedule A and agreed upon by the Members and then only with the prior written consent of all Members.

3.4 Meeting and Voting of Members. All actions required to be taken by the Members shall be taken by the vote of the Members or the Members' representatives either at a regularly scheduled annual meeting or at a meeting specially called for that purpose upon not less than seven (7) days' prior notice. In the alternative such actions may be taken upon the written consent of all Members.

3.5 Continuing Obligations. Resignation or termination of membership in the Company for any reason shall not release a Member from its obligations to continue to provide all required professional services under each and every provider contract and/or managed care contract entered into by the Company prior to the Member's resignation or termination until the end of the then current term of each such managed care contract.

3.6 Other Business Ventures. Any of the Members may engage in, possess an interest in and/or be affiliated with other business ventures of every nature and description, and neither the Company nor the other Member shall have any rights in and to said independent ventures or the income or profits derived therefrom. The fact that a Member, or an officer, director, beneficiary or stockholder of such Member, is employed by, or is directly or indirectly interested in or connected with any person or firm employed by the Company to render or perform a service, or from whom or which the Company may buy merchandise or other property, shall not prohibit the Company from employing such persons or firm, or from otherwise dealing with it, provided that the terms are reasonable to the Company. In any such event neither the Company nor its Members shall have any rights in or to any income or profits derived therefrom.

#### **ARTICLE 4 CAPITAL CONTRIBUTIONS**

4.1 Initial Contributions. Simultaneously with the execution of this Operating Agreement, the Member(s) shall contribute to the Company their existing capital accounts of Medical Imaging of Fredericksburg, a general partnership, as initial capital contributions in the amount(s) shown on Schedule A ("Initial Contributions").

4.2 Additional Contributions. Except as provided by this Article 4.2 and 8.2, no Member shall be required to make additional contributions to the capital of the Company. Additional capital contributions shall be made by the Member(s) from time to time pursuant to Section 8.2 hereof of. Adjustments of the Capital accounts shall be made in a consistent manner in accordance with Section 5.1

4.3 Other Matters.

(a) No Member shall receive interest on its contributions to the capital of the Company. No Member shall have the right to receive property other than cash, except as may be specifically provided by action of the Managers Committee.

(b) No Member shall receive any interest, salary or drawing with respect to the Member's capital contributions, the Member's capital account or for services rendered on behalf of the Company or otherwise in the Member's capacity as a Member, except as otherwise provided in this Operating Agreement.

4.4 Advances. Any loan made by a Member to the Company shall be a term loan consistent with loans then available in the commercial market and shall bear interest at a rate equal to the Applicable Federal Rate as that term is defined for term loans under Sections 1274 and 7872 of the Code.

4.5 Limited Liability. The Member(s) shall have no liability for the obligations, losses, debts, claims, expenses, or encumbrances of or against the Company or its property or assets except to the extent of their contributions to the Company's capital.

## ARTICLE 5 CAPITAL ACCOUNTS

5.1 Capital Accounts. An individual capital account shall be maintained for each Member. Each such capital account of a Member shall consist of (i) the amount of money contributed by it to the Company, (ii) the fair market value of property contributed by it to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code) and (iii) allocations to it of Company income and gain (or items thereof); and decreased by (iv) the amount of money and fair market value of property distributed to it by the Company (net of liabilities secured by such distributed property) that such Member is considered to assume or take subject to under Section 752 of the Code, (v) all allocations to it of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (vi) allocations of Company loss and deduction (or item thereof); subject to such other adjustments required by Treas. Reg. 1.704-1(b)(4) (or such corresponding successor provisions). In all events such capital accounts shall be maintained in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code.

5.2 Interest on Capital Account. No interest shall be paid on any present or future capital account.

**ARTICLE 6**  
**ALLOCATION OF PROFITS AND LOSSES**

6.1 Allocation of Profits and Losses from Operations.

(a) Except as provided in Section 6.2, 6.3 and 6.4, the profits of the Company for each fiscal year of the Company shall be allocated among the members as follows:

(i) first, to the extent of and in proportion to any losses allocated to the members less any prior allocations under this Section 6.1(a)(i) or Section 6.2(a)(i);

(ii) second, to the Members in proportion to their respective Membership Interests.

(b) Except as provided in Sections 6.3 and 6.4, the losses of the Company for each fiscal year shall be allocated among the Members in proportion to their respective Membership Interests.

6.2 Allocation of Profits and Losses from a Capital Transaction.

(a) Except as provided in Sections 6.3 and 6.4, all profits arising from a Capital Transaction shall be allocated among the Members in the following order of priority:

(i) first, to the extent of and in proportion to any losses allocated to the Members less any prior allocations under this Section (a)(i) or Section 6.1(a)(i);

(ii) second, to the Members in proportion to their respective Membership Interests.

(b) Except as provided in Sections 6.3 and 6.4, all losses arising from a Capital Transaction shall be allocated in the following order of priority:

(i) first, if one or more Members had a positive balance in its capital account, to such Members in proportion to their respective positive capital account balances until such Members' positive capital accounts have zero balances;

(ii) second, to the Members in proportion to and to the extent of each Member's responsibility as to Company liabilities and their obligations to restore negative capital account balances; and

(iii) third, any remaining loss shall be allocated among the Members in proportion to their respective Membership Interests.

6.3 Determination of Profits and Losses. The net profits or net losses of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes for tax returns. An accounting shall be made for each fiscal year by the accountants employed by the Company as soon as possible after the close of each such fiscal year, to determine each Member's, respective shares of net profits or net losses of the Company, which shall be credited or debited, as the case may be, to the Members' respective capital accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Members in the same proportion in which they share profits and losses.

6.4 Minimum Gain and Qualified Income Offset. Notwithstanding anything to the contrary contained in this Article 6, the allocations of income or gain described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(a)(last paragraph) and 1.704-2(f) shall be made in the circumstances described in such sections of such Treasury Regulations or any successor provisions thereto. This Section 6.4 is intended to constitute a qualified income offset provision and minimum gain chargeback provision under such sections of such Treasury Regulations and shall be so interpreted for all purposes.

## **ARTICLE 7 DISTRIBUTIONS**

7.1 Distributions. Cash available for distribution, if any, as determined by the Managers Committee, shall be distributed each year among the Member(s) in proportion to the then effective Membership Interests, shown on Schedule A, which hereafter may be changed by unanimous vote of both the Member(s). For purposes of this Section, cash available for distribution shall include cash determined by the Managers Committee to be available after taking into consideration necessary or desired reserves for the Company, and other relevant factors, including operational needs requiring any refinancing, or the impact of any capital transaction.

7.2 Right to Distributions. No Member shall have the right to receive distributions of property from the Company. No Member shall have the right to receive, and the Members shall not have the right to make, distributions to a Member which include a return of all or any part of its Capital Contribution, except (i) to the extent specifically provided in this Operating Agreement and (ii) Company property available for distribution on dissolution of the Company, if any.

7.3 Distributions of Net Cash Flow. Net Cash Flow, to the extent available, shall be distributed at such times as may be determined by the Member(s) and among the Member(s), pro rata in accordance with the respective Membership Interests of the Members.

7.4 Distribution of Sale Proceeds, Refinancing and Net Proceeds Upon Liquidation. Any proceeds of the sale of substantially all the Company's assets, or net proceeds upon liquidation of the Company shall be distributed to and among the Member(s) at such times as shall be determined by the Managers Committee in the following amounts and order of priority:

(a) First to creditors of the Company including Member(s) who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company;

(b) Second to Member(s) or former members in satisfaction of liabilities to for interim distributions as defined by the Act;

(c) Third, to all, Member(s) with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of Net Profits or Net Losses arising from such event pursuant to Article 5 in proportion to and to the extent of such positive balances); and

(d) The balance, if any, to the Member(s), pro rata, in accordance with their respective Membership Interests.

## **ARTICLE 8 MANAGEMENT**

8.1 Management of Company's Business Subject to the restrictions in Section 8.2, the Managers Committee shall have the exclusive right to manage the business of the Company and to make all decisions regarding the business of the Company. The Managers Committee may delegate prescribed functions to any employee, agent or consultant. All actions and decisions by the Managers Committee shall require a majority vote of the Representatives on the Managers Committee. The Managers Committee, subject to the restrictions contained in Section 8.2, has the right, power, and authority to do in the name of and on behalf of, the Company all things that in its sole judgment are necessary, proper, or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority:

(a) To own, acquire by lease, purchase, develop, maintain, improve, grant options with respect to, sell, convey, finance, assign, mortgage, or lease real estate and/or personal property and to cause to have constructed improvements upon any real estate necessary, convenient, or incidental to the accomplishment of the purposes of the Company.

(b) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, management, maintenance and operation of any properties in which the Company has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities;

(c) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company and to secure the repayment by deed of trust, mortgage, security interest, pledges, or other encumbrances covering such properties;

(d) To enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as those activities and contracts may be lawfully carried on or performed by a limited liability company under applicable laws and regulations;

(e) To lend money to the company, as a creditor of the Company and not as an additional capital contribution to the Company; provided that the terms of any such loan, including the interest rate, shall be at least as favorable to the Company as those that could have been obtained by it on the same type of loan in the same locality from a lending institution.

8.2 Restrictions. (i) Notwithstanding Section 8.1, the following Major Decisions shall require the prior written consent of Member(s) holding at least seventy-five percent (75%) of the Membership Interests:

- (a) Selling or contracting to sell (including the method of sale) or otherwise disposing of the Project.
- (b) Causing or permitting the aforementioned Project to be subjected to any mortgage, deed of trust, other security interest or refinancing any such indebtedness.
- (c) Removing a Representative.
- (d) (This should be at the option of the Member who has appointed the Representative)
- (e) Requiring the Members to provide guaranties on behalf of the Company.
- (f) Permitting a disposition described in Article 9.
- (g) Electing to dissolve the Company.
- (h) Approving the Auditor.
- (i) Determining Gross Asset Values as defined in attached Tax Compliance Addendum.
- (j) Determining compensation for a Representative.
- (k) Committing more than \$100,000 of the Capital Assets of the Company
- (l) Lending funds to any member
- (m) Merging with any company
- (n) Requiring additional capital contributions by Members.

(ii) Notwithstanding Section 8.1, the following actions shall require the unanimous consent of the Members:

- (a) Amendment to the Articles, other than a change in the address and description of the registered agent or the address of the Company; or
- (b) Amendment to this Operating Agreement; or
- (c) Any Increase in the number of Representatives.

8.3 Representatives. The number of voting Representatives initially (and continuously) shall be five with three selected by MSI and two by MIF, Inc. The number of Representatives may be increased or decreased as determined by the Member(s) Representatives need not be residents of the Commonwealth of Virginia. Removal of existing Representatives shall occur only with the vote of the Member(s).

(a) Each designated Representative shall hold office until the next annual meeting of Member(s), until his or her successor is designated, or until he or she resigns or is removed. Prior to the first annual meeting, the Representatives shall be: Les Abernathy, Paul Prewitt, Fred Rankin, Donald Allen and Thomas Medsker.

(b) The Managers Committee may hold an annual meeting immediately following the annual meeting of the Member(s), and may have such additional regular meetings as it determines.

(c) No notice of the Managers Committee annual meeting need be given if the meeting is held on the same day and at the same place at which the annual meeting of Members is to be held. The Managers Committee may by resolution fix the time and place of additional regular meetings, which may be held without other notice than such resolution. Notice of special meetings of the Managers Committee shall be given by providing notice to each Representative at least three (3) days before the date therein designated for such meeting. Notice may be telephonic, in person or in writing and shall specify the time and place of such meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail or overnight service. Whenever notice of a Managers Committee meeting is required by statute, the Articles of Organization or this Operating Agreement, such notice may be waived in writing, before or after the holding of the meeting, by the person or persons entitled to such notice.

(d) At all meetings of the Managers Committee, a majority of the number of Representatives (comprised of at least one Representative for each Member) shall constitute a quorum. In the event a quorum is not present, less than a quorum may adjourn the meeting to some future time by giving at least five (5) days written notice together with an agenda to each Representative who was absent from the meeting. At such adjourned meeting, any business identified on the agenda may be transacted with a reduced quorum defined as any two Representatives.

(e) At meetings of the Managers Committee, each Representative is entitled to one vote. The act of Representatives present at the meeting at which a quorum is present shall be the act of the Managers Committee. In the event the Managers Committee deadlocks, the Managers Committee shall meet again within two weeks to vote again and break the deadlock. If the Committee deadlocks more than three times on the same issue, the Managers committee shall appoint a mutually agreeable third party to break the deadlock. If necessary, the Managers Committee may adjourn, and shall have two weeks to secure a mutually agreeable third party to consider the vote. This individual may be a member of a recognized mediation society or organization. In the event the Managers Committee cannot agree concerning who to appoint to be the third party to break the tie, the original issue constituting the subject matter of the deadlock shall be submitted for binding arbitration to a mediation society in accordance with the rules thereof within two weeks of the original deadlock vote with the requirement that a binding decision shall be made within 5 weeks of the original date of the deadlock vote.

(f) A Representative may resign at any time by delivering notice to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Company accepts such future effective date, it may fill the pending vacancy before such date but the successor shall not take office until such date. Any vacancy in the Managers Committee as the result of the resignation of any of the Representatives shall be filled by the Member represented by the Representative who resigned.

(g) Representatives may participate in a meeting through the use of a conference telephone or similar communications equipment, so long as all Representatives participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes the presence in person at such meeting.

(h) Any action that may be taken at a meeting of the Managers Committee or any committee designated by the Managers Committee also may be taken without a meeting if the action is authorized in a written consent signed on behalf of both Members, or by all of the members of such committee, as the case may be, who are entitled to act on such matter.

(i) Representatives shall not receive any stated salary for their services as Representatives; provided, however, that Representatives may be reimbursed for any expenses actually incurred in connection with the performance of their duties as Representatives. Nothing in this paragraph shall be construed to preclude any Representative from serving the Company in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for the fair value of those services.

(j) The Managers Committee shall by resolution elect one of the Representatives as Operations Manager and one as Chair. The Chair and the Operations Manager shall not be the same person. The Chair shall have the authority to call Special Meetings of the Representatives or Members and in addition call such meetings when requested to do so by action of the Representatives. The Chair shall preside at all meetings of Members and Representatives. An interim Chair may be appointed from among the Representatives to act in the absence of the Chair. The Operations Manager shall be an MSI Representative and serve as the Company's Chief Executive Officer and shall have authority to sign and execute in the name of and upon behalf of the Company all contracts, documents, deeds, mortgages, bonds and other legal instruments. In addition, the Manager's Committee shall elect or appoint a Secretary who may but need not be a Member or Representative. The Secretary shall keep a record of the minutes of meetings of Representatives and Members including the time and place of the meeting, how it was authorized, the related notice and the proceedings thereof. The Secretary shall also when requested by the Representatives or the Operations Manager, certify resolutions adopted by the Managers Committee or by meetings of the Members, the identity and signatures of the Members, the Representatives, the Operations Manager and any other person authorized by resolution of the Representatives to act on behalf of the Company in any capacity as an agent of the Company, whether general, limited or particular.

8.4 Books and Records. The Company shall keep true, accurate and complete books of account in which shall be entered fully and accurately each and every transaction of

the Company. The fiscal year and the taxable year of the Company shall be the calendar year. All books of account shall be kept at the Principal Office of the Company and all Member(s) or their designated agents shall have the right to inspect and copy such books at all reasonable times. Income statements and balance sheets shall be made after the end of each calendar year and a copy of such accounting reports shall be transmitted to each Member.

8.5 Company Tax Elections. In the case of a distribution of property made in the manner provided in Section 734 of the Code, or in the case of a transfer of a Membership Interest in the Company permitted by this Operating Agreement made in the manner provided in Section 743 of the Code, the Members, on behalf of the Company, may file an election under Section 754 of the Code in accordance with the procedures set forth in the applicable Treasury Regulations.

8.6 Tax Matters Partner. MSI shall serve as the "tax matters partner" as that term is defined in Section 6231(a) (7) of the Code.

## **ARTICLE 9 ASSIGNMENT OF INTERESTS**

9.1 Limitations on Members. The Membership Interest of any Member shall not be assignable, whether by sale, assignment, transfer or otherwise, without the consent of the other Member(s). An assignee or transferee of a Member pursuant to this Section 9.1 shall not become a Member unless admitted as a Member pursuant to action of the Members as set forth in Section 3.1(a). Notwithstanding, MSI may assign its interest to an affiliate, subsidiary, parent or successor corporation. Such assignment shall occur thirty (30) days following written notice to the other Member(s). Such assignee or transferee of a Member shall not become a Member without the consent of the other Member. Such consent shall not unreasonably be withheld and shall not be necessary in the event MSI assigns its interest to an affiliated or successor corporation.

9.2 Status of Assignees. An assignee of a Member who has not been admitted as a Member shall not be a Member and shall not, be entitled to vote or participate in the affairs and management of the Company or to become or exercise any right of a Member. An assignee is entitled, to the extent of the interest assigned, only to distributions to which the assignor would otherwise be entitled.

## **ARTICLE 10 DISSOLUTION, CONTINUANCE AND WINDING UP**

10.1 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following events:

(a) at the time or upon the happening of the events specified in the Articles or in this Operating Agreement;

(b) upon the unanimous written consent of the Members;

(c) upon the resignation, expulsion, Bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company;

(d) the entry of a decree of judicial dissolution under Virginia Code 13.1-1047, as amended;

(e) upon the unanimous affirmative vote of the Members; or

(f) automatic cancellation of the Certificate of Organization pursuant to the Act;

10.2 Winding Up. Upon dissolution under Section 10.1, no further business shall be conducted by the Company except as referred to in Sections 3.5 and 12.1, and except for the taking of such action as shall be necessary for the winding up of the affairs of the Company and the distribution of its assets to the Members pursuant to the provisions hereof, or in the event the dissolution is caused by the resignation, withdrawal, liquidation, dissolution or Bankruptcy of a Member, the remaining Member (in any such event referred to as the "Liquidator") shall immediately proceed to wind up and terminate the business and affairs of the Company.

10.3 Sale of Company Assets. Upon dissolution, the Liquidator shall sell such of the Company assets as it deems necessary or appropriate. In lieu of the sale of any or all of the Company property, the Liquidator, after making provision for the distributions required by Section 10.4(a) and (b), may convey and assign all or any part of the Company property to the Members in undivided interests as tenants in common or such other form of ownership as the remaining Members shall unanimously request, or as otherwise shall be applicable. A full accounting shall be made of the accounts of the Company for each Member thereof and of the Company's assets, liabilities and income, from the date of the last accounting to the date of such dissolution. The profits and losses of the Company shall be determined to the date of dissolution and transferred as provided in Article 5 to the respective Capital Accounts of the Members. In accounting for distributions of the Company's property, such property shall be valued at the fair market at the date of dissolution as determined by an appraisal secured by the Liquidator. The value of goodwill of the Company shall be determined by independent appraisal. Any difference between the valuation of the Company property and its book value shall be considered as though it represented profit or loss, and shall be allocated to the Capital Accounts of the Members. Any gain or loss on disposition of Company property shall be credited or charged to the Capital Accounts of the Members in the same manner as the difference between the valuation of Company property and its book value.

10.4 Distribution of Assets. The Liquidator shall apply the Company assets, in the following order of priority:

(a) first, to the payment and discharge of, or reservation for, all of the Company's debts and liabilities to persons other than Members and the expenses of dissolution and winding up in the order or priority as provided by law;

(b) second, to the payment to a reserve fund for contingent liabilities to the extent deemed reasonable by the Liquidator;

(c) third, the payment and discharge of any loans made by the Members to the Company, including all interest accrued thereon; and

(d) fourth, to Member(s), assignees or successors of Member(s) proportionate to and up to the amounts of the balance of their Capital Accounts which have not theretofore been returned, calculated without interest provided that any deficit has been restored.

(e) fifth, the balance if any to the Member(s), assignees or successors of Member(s), pro rata, in accordance with their respective Membership Interest.

10.5 Return of Capital Contributions. The Member(s) shall look solely to the assets of the Company for the return of their Capital Contributions, and if the Company property remaining after the payment or discharge of the debts, obligations and liabilities of the Company is insufficient to return the Capital Contributions, they shall have no recourse therefor against the other Member or the Liquidator.

## **ARTICLE 11 EXCULPATION AND INDEMNIFICATION**

11.1 Exculpation of Members. No Member shall be liable to the Company or to any other Member for any act or omission causing damage or loss to the Company, if done within the scope of the Member's authority under this Operating Agreement in good faith to promote the best interest of the Company, or if done upon the written advice of legal counsel employed by the Company. Fraud, illegal acts, gross negligence, and transfers in violation of Article 9 are excepted hereunder.

11.2 Indemnification. The Company shall indemnify the Representatives for any and all actions taken by them that comply with the standards set forth in Section 11.1, above, such indemnification to include, but not be limited to, costs of defending any and all such claims, including attorneys fees reasonably incurred.

## **ARTICLE 12 MANAGED CARE CONTRACTS AND INVESTMENTS**

12.1 Managed Care. Notwithstanding any other provision of this Operating Agreement, the Company will enter into contracts from time to time pursuant to guidelines approved by the Managers Committee after consultation with each Member, by which the

Members will be obligated to provide professional medical, technical, surgical and other services.

12.2 Other Investments. The Company may invest in or become a member of other limited liability companies, corporations, partnerships, or other legal entities by action of the Managers Committee.

## **ARTICLE 13 MISCELLANEOUS**

13.1 Notice. All communications provided for herein shall be made in writing and transmitted by hand-delivery, or by mail, first class postage prepaid, return receipt requested, or by overnight courier, or by telecopy the receipt of which is confirmed by the receiving party (all Members agreeing that they have an obligation to confirm receipt within 48 hours when requested), to the Company at its Principal Office or to such other address or person as the Members may, from time to time, designate in writing, and to any Member to whom such notice is given at the address or to the telecopier listed below set forth:

If to a Member:	At the Addresses Shown on Schedule A
-----------------	---

If to the Company:	2300 Fall Hill Avenue Suite 308 Fredericksburg, Virginia 22401 Fax Number: (540) 899-1097
--------------------	--

Any address or telecopier number may be changed by notice given to the Company and all Member(s) by the party whose address or telecopier number for notice is to be changed. Insofar as practicable, any consent of the Member(s), required or appropriate under this Operating Agreement, shall be accomplished by notice without the necessity of meetings of the Member(s).

13.2 Notice of Litigation. Any Member who has knowledge of or receives notice of pending litigation potentially affecting the Company or its assets whether or not served with process shall promptly give notice to the Company and to all other Members.

13.3 Severability. The invalidity, illegality or unenforceability of any provision in this Operating Agreement shall not affect the other provisions hereof and this Operating Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted.

13.4 Interpretation. This Operating Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons referred to may require. The captions of sections of this

Operating Agreement have been inserted as a matter of convenience only and shall not control or affect the meaning or construction of any of the terms or provisions thereof.

13.5 Integration. There are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among the parties hereto, other than as set forth in this Operating Agreement and the Articles and the Certificate. All prior agreements among the parties related to the organization and operation of the Company are superseded by this Operating Agreement.

13.6 Counterparts; Effective Date. This Operating Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute an agreement, and the signature of any Member to a counterpart shall be deemed to be a signature to and may be appended to, any other counterpart, this Operating Agreement is dated and shall be effective among the parties as of the date first above written.

13.7 Binding Effect. This Operating Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators, and legal representatives.

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

MEDICORP SERVICES, INC.

By: Paul L. Prewitt, Jr.  
Paul L. Prewitt, Jr.  
President

MEDICAL IMAGING OF FREDERICKSBURG, INC.

By: Donald M. Allen MD  
Its: medical director

SCHEDULE A

Medical Imaging of Fredericksburg, LLC.

MEMBERSHIP INTERESTS

<u>Members</u>	<u>Capital Contributions</u>	<u>Membership Interest</u>
MediCorp Services, Inc. 1001 Sam Perry Boulevard Fredericksburg, VA 22401 Fax Number: (540) 899-1408 Attn: Paul L. Prewitt, Jr.	\$514,976	51%
Medical Imaging of Fredericksburg, Inc 2216 Princess Anne Street Fredericksburg, VA 22401	\$494,781	49%
	<b>TOTAL</b>	<b>100%</b>

TCA.1 (f) *Member Nonrecourse Debt.* The term "Member Nonrecourse Debt" has the meaning set forth in Regulations Section 1.704-2(b)(4).

TCA.1 (g) *Member Nonrecourse Debt Minimum Gain.* The term "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

TCA.1 (h) *Member Nonrecourse Deductions.* The term "Member Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(i)(2).

TCA.1 (i) *Company Assets.* The term "Company Assets" means the assets and property, whether tangible or intangible and whether real, personal, or mixed, at any time owned by or held for the benefit of the Company, including, without limitation, all right, title, and interest, if any, held and owned by the Company in other entities.

TCA.1 (j) *Company Minimum Gain.* The term "Company Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(d) and 1.704-2(b)(2).

TCA.1 (k) *Net Profits and Net Losses.* The term "Net Profits" and "Net Losses" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax or excluded from federal gross income and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company Asset is adjusted pursuant to any provision of this Agreement in accordance with the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Asset for purposes of computing Net Profits or Net Losses;

(iv) Gain or loss resulting from any disposition of any Company Asset with respect to which gain or loss is recognized for federal income tax purposes ("Gain or Loss from Sale") shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such Asset differs from its Gross Asset Value;

(v) If any Company Asset has a book value that differs from the adjusted tax basis of that asset, then the Capital Accounts shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization, and gain or loss computed for book purposes rather than tax purposes, with respect to such asset; and

(vi) Notwithstanding any other provision of this Section, any items which are allocated pursuant to Section TCA.3(c) shall not be taken into account in computing Net Profits or Net Losses.

#### TCA.2 *Capital Accounts.*

TCA.2 (a) The Company shall establish and maintain a separate Capital Account for each Member in accordance with the following provisions:

## SCHEDULE A

### Tax Compliance Addendum

TCA.1 *Definitions.* Except as expressly otherwise defined in this Section TCA.1, all defined terms shall have the meaning provided in the text of the Agreement.

TCA.1 (a) *Adjusted Capital Account Deficit.* The term "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is deemed to be obligated to restore to the Company pursuant to Regulations Sections 1.704-2(g)(1) [Company Minimum Gain] and 1.704-2(i)(5) [Member Nonrecourse Debt Minimum Gain], and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(iv)(b)(4), (5), (6) and (7).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

TCA.1 (b) *Gross Asset Value.* The term "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset at the time of contribution, as agreed to by the parties hereto; such value is specified in Section 1.704-1(b)(2);

(ii) The Gross Asset Values of all Company Assets shall be adjusted to equal their respective gross fair market values, as reasonably determined in the Agreement, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *PROVIDED, HOWEVER*, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company Asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as determined and

(iv) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b), or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to this provision, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

TCA.1 (d) *Nonrecourse Deductions.* The term "Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

TCA.1 (e) *Nonrecourse Liability.* The term "Nonrecourse Liability" has the meaning set forth in Regulations Section 1.704-2(b)(3).

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits and any items in the nature of income or gain which are allocated to such member pursuant to TCA.3(c), and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Asset distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses and any items in the nature of expenses or losses which are allocated to such member pursuant to TCA.3(c), and the amount of any liabilities of such Member that are assumed by the Company or which are secured by any property contributed to the Company by such Member.

The foregoing provisions and the other provisions of this Tax Compliance Addendum and the Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations.

TCA.2 (b) Any Transferee of an Interest or a portion thereof shall succeed to the Capital Account relating to the Interest transferred or the corresponding portion thereof as provided in the Agreement.

TCA.2(c) No Member shall be required to pay to the Company or to any other Member any deficit or negative balance which may exist from time to time in such Member's Capital Account.

TCA.2 (d) A Member shall have a single Capital Account, regardless of the time or manner in which any portion of the Member's Interest was acquired.

TCA.2 (e) If a Defaulting Member's Interest is reduced, and the Interests of one or more Contributing Members increased, as provided in the Agreement, the amount by which the Defaulting Member's Interest is reduced shall be deemed to be transferred to those Contributing Members.

### TCA.3 *Allocations of Net Profits and Net Losses.*

TCA.3 (a) *Net Profits.* After giving effect to the special allocations set forth in TCA.3(c) hereof, Net Profits for any Fiscal Year shall be allocated in the following order and priority:

(1) First, to the Members in proportion to and to the extent of the excess, if any, of (i) the cumulative Net Losses allocated to each such Member pursuant to TCA.3 (b)(1)(c) for all prior Fiscal Years, over (ii) the cumulative Net Profits allocated to such Member pursuant to this TCA.3 (a)(2) for all prior Fiscal Years;

(2) Second, to the Members in proportion to and to the extent of the excess, if any, of (i) the sum of (A) the cumulative accrued Preferred Return (whether or not any such amounts have actually been distributed) of each such Member from the commencement of the Company to the last day of such Fiscal Year, plus (B) the cumulative losses allocated to such Member pursuant to TCA.3 (b)(1)(b) for all prior Fiscal Years, over (ii) the cumulative Net Profits allocated to such Member pursuant to this TCA.3(a)(2) for all prior Fiscal Years;

(3) The balance, if any, to the Members *pro rata* in accordance with their Interests.

TCA.3 (b) *Net Losses.* After giving effect to the special allocations set forth in TCA.3(c) hereof, Net Losses for any Fiscal Year shall be allocated as set forth in TCA.3 (b)(1) below, subject to the limitation in TCA.3 (b)(2) below.

(1) Net Losses for any Fiscal Year shall be allocated in the following order and priority:

(a) First, to the Members in proportion to and to the extent of the excess, if any, of (1) the cumulative Net Profits allocated to each such Member pursuant to TCA.3 (a)(3) for all prior Fiscal Years, over (2) the cumulative Net Losses allocated to such Member pursuant to this TCA.3 (b)(1)(a) for all prior Fiscal Years;

(b) Second, to the Members in proportion to and to the extent of the excess, if any, of (1) the cumulative Net Profits allocated to each such Member pursuant to TCA.3 (a)(2) for all prior Fiscal Years, over (2) the cumulative Net Losses allocated to such Member pursuant to this TCA.3 (b)(1)(b) for all prior Fiscal Years;

(c) The balance, if any, to the Members *pro rata* in accordance with their Interests.

TCA.3(c) *Special Allocations.* The following special allocations shall be made in the following order:

(1) (a) *Minimum Gain Chargeback.* Notwithstanding any other provision of this Tax Compliance Addendum, if there is a net decrease in Company Minimum Gain during any Fiscal Year, then, except as otherwise provided in Regulations Section 1.704-2(f), each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, as determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(j)(2) of the Regulations. This TCA.3(c)(1)(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) *Member Minimum Gain Chargeback.* Notwithstanding any other provision of this TCA, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, then except as otherwise provided in Regulations Section 1.704-2(i)(4), each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5) shall be specially allocated items of Membership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4) and 1.704-2(j)(2). This TCA.3(c)(1)(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(2) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this TCA.3(c)(2) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this TCA have been tentatively made as if this TCA.3(c)(2) were not in the Agreement.

(3) *Nonrecourse Deductions.* Nonrecourse Deductions for any Fiscal Year or other period shall be allocated *pro rata* in accordance with the Member's Interests.

(4) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(5) *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 754(b) or Code Section 743 (b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv) (m), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of its Interest, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704(b)(2)(iv)(m)(4) applies.

#### TCA.4 *Other Allocation Rules.*

TCA.4 (a) For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder.

TCA.4 (b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Net Profits and Net Losses, as the case may be, for the Fiscal Year.

TCA.4(c) The Members are aware of the income tax consequences of the allocations made by this Tax Compliance Addendum and hereby agree to be bound by the provisions thereof in reporting their shares of Company income and loss for income tax purposes.

TCA.4 (d) In the case of an Interest that has been transferred during the Fiscal Year, unless otherwise agreed by the parties:

(i) Except as provided in subsection (iii) below, all Net Profits and Net Loss allocable to the Interest shall be allocated between the transferor and the transferee in the ratio of the number of days in the year before and after the effective date of the transfer without regard to the dates during the year on which income was earned, losses were incurred, or Net Cash from Operations was distributed.

(ii) Tax credits, if any, shall be allocated among the Members at the time the property with respect to which the credit is claimed is placed in service.

(iii) All Gain or Loss from Sale shall be allocated to the holder of the Interest as of the date on which the Company recognizes that Gain or Loss.

#### TCA.5 *Tax Allocations: Code Section 704(c).*

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company Asset is adjusted pursuant to any provision of this Agreement in accordance with the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such Company asset shall take into account any variation between the adjusted basis of such Company Asset for federal income tax purposes

and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

The Members shall use the remedial allocation method to eliminate disparities between book and tax items as set forth in Section 1.704-3(d). Allocations pursuant to this TCA.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or Distributions pursuant to any provision of this Agreement.

*TCA.6 Fees.*

In the event any fees payable by the Company to a Member or an Affiliate thereof are recharacterized for federal income tax purposes as a cash distribution by the Company, an appropriate amount of Company income or gain shall be allocated to such Member, as soon as reasonably possible, to reflect such distribution.

*TCA.7 Economic Consistency Special Allocations.*

The Members intend that the tax allocation provisions contained in this Tax Compliance Addendum shall result in final Capital Account balances of the Members that permit liquidating distributions made in accordance with final Capital Account balances of the Agreement to be made in a manner identical to the order of priorities set forth in the Agreement for distributing Net Proceeds from Financing. The tax allocation provisions contained in this Tax Compliance Addendum shall be applied (and amended) by the Manager if and to the extent necessary to produce that result even if those amendments require the amendment of prior tax returns of the Company to do so.

*TCA.8 Foreign Person.*

Throughout the term of the Company, including any extension thereof, each Member covenants and agrees as follows:

(a) Each Member agrees that if such Member is or becomes a "foreign person" for purpose of Section 1446 of the Code, such Investor Member shall either (i) make appropriate arrangements with the United States Department of Treasury to avoid the Company having any obligation to withhold upon distributions or with respect to allocations of net profits to such Investor under Section 1446 of the Code, or (ii) immediately upon request by the Manager, pay to the Manager in readily available United States funds an amount equal to any withholding tax that the Company is required to pay pursuant to Section 1446 of the Code with respect to distributions or net profits allocable to such Member.

(b) In the event that a Member is obligated to but fails to contribute the amount of such withholding tax to the Company, and counsel to the Company advises that the Company is required by the regulations to advance such funds by payment of "withholding tax" to the United States Treasury, such amounts shall be deemed a loan by the Company to such Member, which loan shall bear interest at a rate of interest equal to three percent (3%) above the Prime Rate. All payments by a Member to the Company for payment to the United States Department of Treasury pursuant to the obligation to fund withholding taxes under this Section TCA.8 shall not be considered Capital Contributions to the Company for any purposes and shall not be reflected in the Capital Account of a Member funding such withholding tax.

# **EXHIBIT 2**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made effective on February 1, 2022 (“Effective Date”) by and between RADIOLOGIC ASSOCIATES OF FREDERICKSBURG, LTD., (“RAF”), a Virginia corporation organized and existing pursuant to the laws of the Commonwealth of Virginia and MEDICAL IMAGING OF FREDERICKSBURG, LLC (“MIF”), a Virginia limited liability company organized and existing pursuant to the laws of the Commonwealth of Virginia.

RECITALS:

WHEREAS, MIF is a limited liability company that operates diagnostic imaging facilities in the greater Fredericksburg, Virginia area; and

WHEREAS, MIF desires to have available duly qualified, licensed physicians to provide support services to aid it in delivering quality, cost-effective radiological services within MIF’s community and service area; and

WHEREAS, RAF is engaged in the business of providing licensed physicians qualified to practice in the specialties of radiology and medical imaging; and

WHEREAS, the shareholders of RAF hold an ownership interest in MIF through their ownership of Virginia Medical Imaging, Inc. (“VMI”); and

WHEREAS, MIF has determined that it is in the best interest of quality patient care and for the effective and efficient delivery of health care at MIF’s medical imaging facilities to retain a preferred provider of radiology services and thus desires that RAF provide physicians skilled in the supervision and interpretation of medical images produced from equipment owned, leased, or otherwise controlled by MIF at MIF’s facilities and RAF desires to provide such services upon the terms and conditions set forth herein (“Services”); and

WHEREAS, RAF is an independent contractor of MIF and shall be entitled to provide services to clients other than MIF during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. No Payments for Referrals. Each party represents and warrants the intention that: (i) the aggregate services to be provided to patients pursuant to this Agreement do not exceed those that are reasonable and necessary for legitimate business purposes; (ii) the amounts to be billed and collected by MIF as billing agent on behalf of RAF for professional component services and paid over to RAF for such services pursuant to this Agreement are consistent with fair market

value transactions and are not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under any government sponsored health benefit program; and (iii) all compensation arrangements between the parties are set forth in this Agreement.

3. Term.

- (a) The initial term (“Initial Term”) of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. If not previously terminated pursuant to other provisions of this Agreement, following the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) additional renewal terms of three (3) years each (“Renewal Term(s)” together with the Initial Term, the “Term”), unless either party gives the other written notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration date of the then current term.
- (b) In the event this Agreement expires or is terminated as provided for in this Agreement, RAF shall, upon MIF’s written request, continue to provide professional services to MIF, on the terms set forth herein for a period of up to one hundred eighty (180) days (the “Continuation Period”). After the commencement of the Continuation Period, MIF may terminate the Continuation Period, at any time for any reason, by submitting ninety (90) days prior written notice to RAF. RAF shall have no obligation to continue to provide professional services under this Agreement beyond the Continuation Period. In the event the parties desire to attempt to negotiate the terms of a new agreement, the parties may execute a short-term extension of this Agreement on mutually agreeable terms. This Section 3(b) shall survive expiration or termination of this Agreement. In the event the parties desire to attempt to negotiate the terms of a new agreement, the parties may execute a short-term extension of this Agreement on mutually agreeable terms.

4. Covenants of RAF. RAF represents and warrants that each physician providing services hereunder on behalf of RAF (referred to herein as a “RAF Physician”) shall be a member or employee of RAF, licensed to practice medicine in the Commonwealth of Virginia and properly qualified and proficient to render services described herein to patients of MIF. RAF shall require each RAF Physician providing services hereunder to provide reasonable evidence to attest to such proficiency in the Services for any MIF facility. All of the services provided by RAF shall be consistent with prevailing standards and principles of medical practice and medical ethics. RAF shall exercise discretion in the conduct of any and all activities which may reasonably be considered as constituting the practice of medicine and shall be solely responsible for the results of such activities. RAF hereby covenants and agrees that throughout the term of this Agreement, RAF shall:

- (a) Require that each RAF Physician maintain in effect his or her license to practice medicine in the Commonwealth of Virginia and any other licenses or permits relating to the practice of medicine; and shall provide prompt notice to MIF of any action affecting such licensure including notice of any proposed limitation, suspension or revocation.
- (b) Maintain professional liability insurance with an insurance company licensed to provide coverage within the Commonwealth of Virginia, covering all acts of RAF Physicians and any other agents or employees of RAF, occurring during the term of this Agreement, with minimum limits equal to the maximum recovery permitted under Virginia Code Section 8.01-581.15, as amended, per claim and three times that amount in the annual aggregate including "tail" coverage for any claims made after termination. RAF shall provide certificates evidencing such coverage and a copy of each policy upon request. RAF shall provide prompt notice to MIF of any change in coverage, including any proposed cancellation or non-renewal by the insurer.
- (c) Provide the services described herein, to patients of MIF during time periods and at locations reasonably designated by MIF.
- (d) Comply and take reasonable precautions to ensure that all of RAF Physicians comply with applicable Mary Washington Hospital Medical Staff Bylaws and all quality assurance and utilization review policies and procedures of MIF, applicable policies and procedures of insurers and other third-party payors, applicable JCAHO accreditation standards, and all governmental laws, regulations, rules and requirements applicable to provision of services hereunder.

5. Services to be Provided.

(a) RAF agrees to provide the following services to patients of MIF and to document said services throughout the term of this Agreement as follows:

- (i) Interpretation Services. RAF agrees to interpret all medical images produced by equipment owned, leased, or otherwise controlled by MIF at MIF imaging facilities during the term of this Agreement. RAF shall provide such physicians as are necessary to carry out its obligations herein so that MIF facilities shall maintain appropriate hours of operation based upon patient volume. RAF shall use its best efforts to ensure that all medical images shall be read and interpreted, for reports provided to referring physicians within twenty-four (24) hours of MIF's request for such service, with the understanding that RAF shall not be obligated to interpret studies that are incapable of being interpreted (e.g., inadequate medical images or improperly exposed or positioned medical images), and with the further understanding that medical images for which relevant comparison reports

are necessary, RAF shall not be obligated to interpret such image until such comparison images are available. All interpretations shall be dictated by RAF to be committed to writing in a form to be agreed upon by the parties and supplied to MIF. RAF may retain copies of such written interpretations for its records but is not obligated to maintain patient records or any other records of files with reference to the images or interpretations performed hereunder.

- (ii) Administrative Services. RAF shall provide professional supervision, oversight and advice to the employees of MIF regarding efficient and competent imaging procedures and techniques necessary to produce and maintain quality, including direction of regulatory and professional accreditation preparation for inspections and compliance programs such as ACR, MQSA and ICAVL, and participation in the planning and direction of MIF's resources. RAF shall be responsible for the overall operation and administration of MIF's clinical facilities and operations, including oversight of the employment of personnel who are competent to perform test procedures, record and report test results promptly, accurately and proficiently, and for ensuring MIF's compliance with the applicable regulations affecting the operation of MIF's imaging facilities. MIF, however, is responsible for the training and education of its technologists and staff and shall fund appropriate continuing education for its employees.
- (b) RAF and the RAF Physicians will provide the physician services described in this Section 5 in accordance with the performance parameters described within Exhibit A, which is attached hereto and is incorporated by reference. RAF's failure to meet the performance parameters shall constitute a material breach of this Agreement, subject to cure in accordance with Section 13.

6. Compensation.

- (a) Billing to patients for Professional Component services rendered by RAF under this Agreement shall be by MIF, as agent for RAF strictly for global billing purposes only, as provided by this Agreement. Billing may be accomplished via issuance of separate invoices for technical and professional services, or via issuance of a single invoice itemizing technical and professional services and the respective fees therefore provided payments and collections are tracked and accounted for between the parties consistent with Exhibit B hereto. RAF shall not be obligated to maintain and submit to MIF, on a monthly basis, an accurate itemization of the services provided pursuant to this Agreement. Subject to Section 6(b), MIF will pay to RAF amounts billed and collected by MIF on behalf of RAF as described within Exhibit B for services performed by RAF under Section 5(a)(i). All billing for RAF services provided under this Agreement shall be in compliance with this Agreement

on a fee-for-services basis compatible with government and third-party payor standards for reimbursement.

- (b) Within thirty (30) days after the completion of calendar year 2024 and every three years thereafter, or in the event of a Significant Market Change (as defined below), MIF will undertake a market study to evaluate the billing structure and fees payable to RAF for the services provided by RAF under this Agreement. MIF and RAF will evaluate the final market study report to (i) determine if any changes should be made to better compare the results of the market study with the fees payable to RAF for patient services under this Agreement, and (ii) discuss, in good faith, and undertake any necessary amendments to the Agreement in order for the fees payable to RAF under this Agreement to reflect market comparable compensation for similar professional services reflected in the final report. Any such amendments shall take effect immediately. For purposes of this Section 6(b), a “Significant Market Change” means a difference of greater than ten percent (10%) between (i) the effective rate of compensation under this Agreement and (ii) the weighted average of the reimbursement rates for the Services paid by all MIF participating payors.
- (c) For each month that RAF renders services to patients pursuant to this Agreement MIF shall make payment to RAF within ten (10) business days following the date MIF receives the appropriate itemization of such services from the billing company, with the mutual understanding that MIF shall work in good faith with RAF to expedite payment whenever reasonably necessary for RAF to meet its mid-month payroll processing. RAF shall have the right to consult with other physicians in the rendering of services pursuant to this Agreement, provided, however, that RAF shall be solely responsible for payment and supervision of such consultants. In the event that RAF Physicians are reasonably deemed by MIF to be unavailable or unable to render the services as described in this Agreement, MIF shall have the right to arrange for such services to be performed by other duly qualified physicians selected by MIF after consultation with RAF. In such cases MIF will compensate the physicians providing the services and RAF shall not be entitled to payment for such services pursuant to this Agreement. RAF shall be responsible for payment of any costs and expenses incurred by RAF to provide services to patients pursuant to this Agreement. RAF will ensure that RAF Physicians will maintain accurate documentation as appropriate to permit MIF to accurately bill for services provided hereunder.

7. Collection of Fees.

- (a) MIF (or a designated subsidiary or affiliate of MIF) will arrange for the billing and collection of all fees, as billing agent of RAF only and on behalf of RAF, for professional services rendered to patients and diagnostic tests performed by RAF pursuant to this Agreement; provided, however, MIF shall consult in good faith

with RAF if MIF changes its billing or collection services provider. Changes in the billing and collection services will be made based on accepted benchmark performance levels. All claims, billing and collection of fees for professional services provided by RAF under global billing by MIF acting as billing agent only on behalf of RAF, shall be separately billed and administered from any claims, billing and collection by MIF for any technical services or any other fees or charges billed or collected by MIF. All claims, billing and collection of fees for professional services provided by RAF, by MIF acting as billing agent only on behalf of RAF, shall be billed under RAF's name and taxpayer identification number. MIF shall hold all funds collected on behalf of RAF in trust until distributed to RAF pursuant to this Agreement and shall deposit and hold all such funds in an account separate from MIF's general assets and in RAF's name and taxpayer ID number. Funds collected and held by MIF on behalf of RAF shall not be commingled with any other funds of MIF or any other party. It is understood that, should the parties determine to only have MIF bill for the technical component services, that RAF shall be responsible for billing of the professional component services and MIF shall not act as an agent of RAF for such purposes.

- (b) The parties shall each use commercially reasonable efforts to minimize the bad debt expenditures incurred by MIF. RAF shall, and hereby does, assign to MIF all of the rights to, and collection of, charges and other fees payable for services performed under this Agreement and rendered by RAF and RAF Physicians without reservation of rights or set off, and MIF shall undertake to bill such patients and third-party programs for services rendered by RAF and RAF Physicians. All such billing and collection shall be processed using the coding, billing, medical records, and claims processing formats, policies and procedures of MIF, and RAF agrees to reasonably conform its coding, billing, medical records, and claims processing formats, policies and procedures to those of MIF for the purpose of and to the extent necessary for enabling MIF to accurately and efficiently perform its billing and collection functions pursuant to this Agreement; provided, however, that RAF shall in all instances be responsible for the accuracy and completeness of the information provided to MIF by RAF for purposes of billing and collection, and RAF represents to MIF that all such information shall be complete and accurate, and such representation shall survive termination of this Agreement. RAF hereby agrees that MIF may receive, or direct to MIF, payments for services rendered hereunder by RAF and authorizes MIF to endorse and deposit such payments into MIF's accounts. RAF shall cause RAF and each RAF Physician to execute and deliver to MIF a reassignment agreement in the form attached hereto as Exhibit C, as well as any additional agreement, acknowledgment, or other instrument necessary to effectuate such reassignment. RAF and RAF Physicians shall not seek additional payments for the services provided under this Agreement and shall accept the payment made to MIF as payment in full for such services. RAF acknowledges and agrees that the terms of this Agreement apply to any and all services performed by RAF hereunder, and RAF shall not submit any charge or bill to Medicare or any

patient or third-party payer for any services performed at or on behalf of MIF pursuant to this Agreement.

- (c) MIF shall not treat funds collected and held by MIF as billing agent on behalf of RAF as receipts, income or assets of MIF for any purpose including any federal, state or local tax returns and shall not deduct as an expense the amount of any payments or distributions to RAF pursuant to this Agreement. RAF shall report all funds collected on its behalf by MIF as billing agent of RAF and paid to RAF by MIF as receipts and income of RAF on its applicable federal, state and local tax returns consistent with this Agreement.

8. Enrollment as Participating Provider. RAF and each RAF Physician shall cooperate and make best efforts to execute such agreements and other documents as MIF may deem reasonably necessary or desirable to enroll and maintain enrollment of RAF and/or RAF Physicians as participating providers in third-party reimbursement programs including, but not limited to, health and accident insurance, managed care plans, health maintenance organization (HMO) plans, preferred provider organizations (PPOs), and government sponsored health benefit programs such as Medicare, Medicaid and Tricare. Notwithstanding anything to the contrary in this paragraph, in no event shall RAF or any RAF Physician be obligated to participate in any third-party reimbursement programs or take any other actions that conflict with OIG Guidelines. RAF shall be an active member/participant of the local managed care organization ("MCO") of which RAF participates, including but not limited to Mary Washington Health Alliance, LLC. RAF shall participate in all health plans in which MIF is a participant as agreed to by the MCO, or its successor. RAF and MIF agree to work jointly when negotiating with third party payors to the extent authorized by applicable law. The parties agreed that RAF shall be fully involved in negotiations involving the provision of RAF provided care. RAF agrees to participate fully in the negotiation process.

9. Patient Records. Each RAF Physician shall prepare and deliver to MIF in a timely manner, written records of all services provided to patients of MIF. RAF and each RAF Physician shall comply with the reasonable medical records policies of MIF in preparing such records and shall further comply with all applicable laws, rules, regulations, professional standards, and policies of third-party reimbursement programs pertaining to the rendition of the services and collection of fees or submission of claims for reimbursement with respect to such services. MIF shall maintain all patient records produced by RAF or the RAF Physicians during the term of this Agreement. RAF shall have access to such records, including medical images, in both hard copy and electronic form; and, RAF's right to access such records shall survive the termination of this Agreement to the extent such records are maintained by MIF and are reasonably accessible. RAF acknowledges that the medical records as well as all billing records and service records are the property of MIF solely.

RAF acknowledges that MIF will rely upon the patient records provided by RAF and/or RAF Physicians for purposes of preparing patient invoices and claims for reimbursement.

RAF hereby represents and warrants to MIF that each patient record, including all diagnostic and procedure codes, provided to MIF by RAF or any RAF Physician, shall be a true and correct statement of the patient's current diagnosis, and of the procedures performed and services provided, based on information provided to RAF. MIF shall have the right, but not the obligation, to contact patients, and other providers in order to obtain or verify the accuracy of any such information.

10. Confidentiality. Each party (a "Receiving Party") agrees that all programs, policies, procedures, standards, criteria and data systems developed by or on behalf of the other party (the "Disclosing Party"), shall remain the property of the Disclosing Party and may not be disseminated, copied, disclosed or used in any manner except by members and employees of the Receiving Party to the extent reasonably necessary to provide services pursuant to this Agreement. The Receiving Party further covenants and agrees that the Receiving Party will not, except (a) as may be required by law upon prior notice to the Disclosing Party, (b) to third-party legal or financial advisors or lenders who agree to maintain the confidentiality of such information in accordance with this Section, or (c) as necessary to perform its duties under this Agreement, directly or indirectly disclose to any person or entity, any other proprietary information or trade secrets of the Disclosing Party, including without limitation, any financial information and any information respecting the contractual or financial arrangements between the Disclosing Party and its respective customers, contractors or suppliers, its methods of doing business or its financial condition. Notwithstanding the foregoing, information shared with VMI and with Mary Washington Healthcare and its affiliates does not constitute a breach of this Section 10.

11. Intentionally Omitted.

12. Equal Employment Opportunity. MIF and RAF expressly agree to abide by all applicable Federal or State equal employment opportunity statutes, rules and regulations including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, and the Americans with Disabilities Act of 1990, all as may be amended from time to time.

13. Termination for Cause.

- (a) MIF shall have the right to terminate this Agreement immediately by written notice to RAF upon the occurrence of any of the following events which have been reviewed by the Management Committee and determined to be valid, or in the case of an event which is attributable to a specific Physician, if the Physician causing the event is not terminated by RAF from providing services at MIF within thirty (30) days of RAF receiving actual knowledge of the occurrence of one of the following events: (a) limitation, revocation, suspension or non-renewal of any RAF Physician's license to practice medicine; (b) any lapse in a RAF Physician's professional liability insurance coverage or failure by RAF to maintain coverage as

required by this Agreement; (c) material breach by RAF or any RAF Physician of this Agreement that is not cured within thirty (30) days after written notice of noncompliance (“Cure Period”) by MIF; or (d) any RAF Physician is convicted, enters plea of guilty, *nolo contendere* or an agreement to perform community service in lieu of a plea, to a charge of theft, fraud, violation of drug laws, sexual misconduct, or an offense that materially adversely affects the public or employees of MIF that would materially adversely affect the reputation of MIF. MIF shall have the right to terminate immediately by written notice to RAF if RAF is excluded from participation in any government sponsored health benefit program or if any RAF Physician is excluded from participation in any government sponsored health benefit program and is not terminated from providing services under this Agreement by RAF immediately upon RAF’s receiving notice of the occurrence of the event. For purposes of this Section 13(a), RAF’s “actual knowledge” shall be triggered upon such time as when RAF concludes its reasonable inquiry into the circumstances of the applicable subject matter, but in no event longer than five (5) business days from any notice of such circumstances.

- (b) RAF shall have the right to terminate this Agreement immediately by written notice to MIF upon the material breach of this Agreement by MIF if MIF has not cured such material breach within the Cure Period.
- (c) If a material breach is of a nature which cannot reasonably be cured within the Cure Period, then the non-breaching party may, in its discretion, set a longer Cure Period.
- (d) In the event that the parties are in dispute over the occurrence of breach, such disputed breach shall be subject to the Alternative Dispute Resolution set forth in Section 15 on an expedited basis with the substantially non-prevailing party paying all costs, including reasonable attorneys’ fees of the substantially prevailing party.

14. Indemnity. The parties hereby agree to indemnify, defend and hold harmless the other party, its agents and employees, from all claims, fines, demands, suits, actions or costs, including legal and other professional fees, or any other liability relating to or arising out of the acts or omissions of the responsible party, its members, agents or employees, in the course of performing its duties pursuant to this Agreement. Either party shall notify the other party in writing within three days following the date it receives actual notice of any incident or alleged injury which is likely to result in a claim against the other party. Such notice shall include the names, addresses and phone numbers of all persons who were present and the date, time, location and circumstances of the incident. RAF and MIF shall cooperate in the defense of any claims arising out of or in connection with any services provided hereunder. Notwithstanding the foregoing, the parties agree that the indemnification obligations set forth in this Section 14 shall apply only to the extent that such obligations are not covered by an insurance policy.

15. Alternative Dispute Resolution Mandated. The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise between them. Any dispute that

cannot be amicably resolved by the parties shall be submitted to voluntary mediation pursuant to the Rules of Procedure for Mediation of the American Health Lawyers Association. Any issues that remain unresolved following such mediation shall be submitted to binding arbitration. The arbitration rules of the American Health Lawyers Association or a comparable nationally recognized dispute resolution body, shall apply. The arbitrator(s) shall have the power to provide for such equitable relief as may be appropriate under the circumstances. Arbitration shall take place in Fredericksburg, Virginia. Each party shall use reasonable efforts to insure that any arbitration proceeding is completed within ninety (90) days following the request for arbitration. All expenses incurred for the services of the mediator shall be shared equally by the parties. All expenses incurred by the parties in the arbitration proceedings shall be paid by the party or parties so ordered in the decision of the arbitrator(s).

16. Attorneys' Fees. In the event that any party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, shall be entitled to its actual costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, reasonable attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

17. Protected Health Information. RAF and RAF Physicians, employees, and agents shall maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. All title to medical records, charts, and patient files and data shall be and remain the sole property of MIF. Notwithstanding any provision herein to the contrary, RAF acknowledges and agrees that neither it, nor RAF Physicians, employees or agents shall receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. RAF and RAF Physicians agree that the Protected Health Information shall only be used by RAF, RAF Physicians, employees, and agents for the purposes of performing pursuant to this Agreement and shall not be used by RAF and RAF Physicians for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof.

- (a) RAF and RAF Physicians will:
  - (i) Not use or disclose any Protected Health Information other than as permitted or required under this Agreement or as required by law;
  - (ii) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information except use or disclosure specifically permitted pursuant to this Agreement;
  - (iii) Report to MIF any use or disclosure of the Protected Health Information not provided for under this Agreement of which RAF, RAF Physicians, employees and agents becomes aware;

- (iv) Ensure that any physicians, agents, or employees of RAF, including any permitted subcontractors, to whom RAF (by or through its physicians, agents, or employees) provides the Protected Health Information received from, or created or received by the Physician on behalf of, MIF agrees to the same restrictions and conditions that apply to RAF and its Physicians with respect to such information;
- (v) Shall make available Protected Health Information in accordance with 45 C.F.R. § 164.524, or any similar provision, as amended and in effect from time to time;
- (vi) Make available Protected Health Information for amendment and incorporate any amendments into the Protected Health Information maintained by RAF in accordance with 45 C.F.R. § 164.526, or any similar provision, as amended and in effect from time to time;
- (vii) Make available the Protected Health Information required to provide an accounting of any disclosures in accordance with 45 CFR § 164.528, or any similar provision, as amended and in effect from time to time;
- (viii) Make available its internal practices, books and records relating to the use and disclosure of Protected Health Information received from or created or received by RAF, RAF Physicians, agents, and employees on behalf of MIF to the Secretary of Health and Human Services for determining compliance with applicable regulations;
- (ix) At termination of this Agreement, return all Protected Health Information received from, or created or received by RAF, RAF Physicians, agents and/or employees on behalf of MIF in any form and retain no copies of such information;
- (x) Comply with the following security standards:
  - a. Implement administrative, physical and technical safeguards (as defined under 45 CFR § 164.304) that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of MIF as require by this subpart;
  - b. Ensure that any agent, including a subcontractor, or to whom RAF provides Protected Health Information agrees to

implement reasonable and appropriate safeguards to protect the Protected Health Information;

- c. Report to MIF any security incident (as defined under 45 C.F.R. § 164.304) of which RAF becomes aware;
  - d. Comply with any and all other standards required for business associates in connection with HIPAA and all rules and regulations promulgated thereunder;
- (xi) Comply with all further legal requirements affecting use and disclosure of the Protected Health Information, including, without limitation, any applicable requirements of 42 C.F.R. § 164.504, et seq.; and
  - (xiv) To the extent that RAF engages in any of the electronic transactions listed in the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act ("HIPAA") at 42 U.S.C. § 1320d-2(a)(2), or utilizes a third-party to engage in such transactions on behalf of MIF, RAF warrants that it, or any third-party acting on its behalf, will fully comply with the requirements of the Standards for Electronic Transactions promulgated by the U. S. Department of Health and Human Services, as set forth in 45 C.F.R. Part 162.
- (b) RAF shall notify all RAF Physicians and employees of their obligations pursuant to this Section 17, and upon request of MIF, shall require all such RAF Physicians and employees to execute an agreement acknowledging their obligations hereunder.
  - (c) Failure of RAF to comply with the requirements of this Section 17 shall be considered a material breach of this Agreement and shall be grounds for immediate termination of the Agreement. Section 17 shall survive the expiration, termination or non-renewal of this Agreement.

18. Compliance Program.

- (a) RAF acknowledges that MIF and its corporate affiliates have adopted a formal corporate compliance program ("Compliance Program") designed to ensure that MIF and all of its employees and contractors comply with applicable laws, including but not limited to, federal and state health care fraud and abuse laws.

- (b) RAF and MIF each represents and warrants as follows throughout the Term of this Agreement:
  - (i) It currently is in compliance with applicable laws including, but not limited to, federal and state health care fraud and abuse laws.
  - (ii) It is not a target or subject of a federal or state criminal, civil, or administrative investigation.
  - (iii) It is not a party to a criminal, civil or administrative action or proceeding concerning a potential violation of laws including, but not limited to, federal or state health care fraud and abuse laws; and
  - (iv) It currently is not excluded, debarred, or suspended from participating in any federal or state health care program or other federal or state program.
- (c) During the Term of this Agreement, RAF and MIF shall conduct their business in compliance with the following, so long as they are not materially inconsistent with the terms of this Agreement: (a) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (b) the Code of Conduct (“Standards”) adopted by MIF, and (c) Mary Washington Healthcare’s (or its affiliate’s) compliance policies and procedures adopted by MIF.
- (d) During the term, RAF and MIF each shall promptly notify the other party in writing in the event that it or any of its partners, employees, or agents (a) ceases to conduct its business in compliance with (i) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (ii) the Standards, or (iii) the policies and procedures adopted by MIF as part of the Compliance Program, (b) becomes the subject or target of a federal or state criminal, civil, or administrative investigation, (c) becomes a party to a criminal, civil, or administrative action or proceeding concerning a potential violation of any laws including, but not limited to, federal or state health care fraud and abuse laws, or (d) is excluded, debarred or suspended from participation in any federal or state health care program or other federal or state program.
- (e) RAF and MIF each agrees to defend, indemnify and hold the other party harmless from, any damages, fines, penalties or other costs (including, but not limited to, reasonable attorneys’ fees) that are incurred by or imposed upon the other party as a result of (a) any material inaccuracy in the representations and warranties of the respective party set forth in this

Section 18, or (b) the party's failure to comply with its duties and obligations under this Section.

19. Notices. All notices shall be in writing directed to a party at its address as set forth below. Either party may designate a new address by written notice to the other party. All notices shall be effective upon receipt when sent via facsimile, by hand, or express mail service, and three days after mailing when mailed postage prepaid by United States registered or certified mail, return receipt requested.

To MIF: Medical Imaging of Fredericksburg, LLC  
c/o Mary Washington Healthcare Regulatory Affairs  
and Risk Management  
2300 Fall Hill, Suite 504  
Fredericksburg, VA 22401

To RAF: Radiologic Associates of Fredericksburg, Ltd.  
Professional Plaza at Lee's Hill  
Suite 1200 ↪  
10401 Spotsylvania Avenue  
Fredericksburg, VA 22408  
Attn: Edwin William Swager

20. No Employment or Partnership. MIF shall act strictly as RAF's billing agent hereunder only with respect to the professional component billing and collection activities MIF is authorized to undertake on behalf of RAF pursuant to this Agreement, and otherwise the parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Agreement or for purposes hereof. Neither RAF nor any agent or employee of RAF shall represent themselves to be employees of MIF. All management of MIF shall continue to be by the MIF Management Committee in accordance with MIF's Operating Agreement, as part of and in furtherance of the exempt charitable purposes of Mary Washington Healthcare. RAF shall be solely responsible for all federal, state, and local income taxes, gross receipt taxes, FICA taxes, withholding and tax returns, licenses, permits, registrations, unemployment and disability benefits, workers' compensation coverage and compliance with all other legal or regulatory requirements applicable to the conduct of its business and employment of persons and/or the provision of services hereunder. RAF acknowledges that members and employees of RAF are not entitled to participate in any employee benefit plans or other arrangements maintained by MIF for its employees.

21. Assignment. The rights and obligations of any party under this Agreement may not be assigned without the express written consent of the party except as provided herein. Any attempt of RAF or VMI to assign this Agreement or its rights, duties or obligations hereunder, other than may be allowed under this Agreement, may be treated by MIF as a material breach, and no assignment by RAF or VMI, whether voluntarily or by operation of law, shall be effective. The

rights of MIF under this Agreement shall pass to any successor in interest to MIF, and MIF may freely assign this Agreement to any affiliate or subsidiary of MIF. For purposes of this Section, the occurrence of any of the events set forth below shall be deemed an assignment:

- (a) Any merger, reorganization, conversion, consolidation, liquidation or dissolution of, involving or related to RAF or VMI;
- (b) The acquisition, by any person or entity, other than a Virginia licensed physician who is an employee of RAF or VMI providing services under this Agreement, in any transaction or related series of transactions of the beneficial ownership of forty-nine percent (49%) or more of the capital stock of RAF or VMI having voting power for the election of directors;
- (c) RAF or VMI shall become insolvent or shall be unable to pay its debts as they mature or makes a general assignment for the benefit of creditors;
- (d) RAF or VMI shall be finally adjudicated as bankrupt or shall voluntarily file a petition in bankruptcy seeking a reorganization or to affect a plan or other arrangement with creditors; or
- (e) RAF or VMI shall file an answer to a creditor's petition or other petition filed against it admitting the material obligations thereof for an adjudication in bankruptcy or reorganization.

22. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings with respect thereto. This Agreement specifically supersedes and serves in full substitution to a certain Professional Services Agreement dated June 1, 2008, as amended, between MIF and RAF. The recitals and exhibits to this Agreement are hereby incorporated into this Agreement by reference. This Agreement may be amended only by a written instrument executed by each party. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement. Any such written modification(s) shall be attached hereto.

23. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy. Except as expressly provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

24. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

25. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors and assigns.

26. Governing Law. This Agreement is intended to take effect as a sealed instrument and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regards to principles of conflicts of law. As this Agreement is the result of negotiations between sophisticated parties, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party. Each party hereby consents to personal jurisdiction in the Commonwealth of Virginia, and to the personal jurisdiction of the courts thereof and the United States District Courts sitting therein, and agrees that any and all litigation relating to this Agreement shall be maintained in the Circuit Court for the City of Fredericksburg, Virginia, or, if applicable jurisdictional requirements are satisfied, the United States District Court for the Eastern District of Virginia, Richmond Division, and each party hereby waives all objections to jurisdiction or venue or forum non conveniens with respect to any litigation filed in such courts.

27. Authority. The officers executing this Agreement on behalf of the parties, hereby represent and warrant that their respective party is an entity duly organized and validly existing pursuant to the laws of the Commonwealth of Virginia, and that the execution, delivery and performance of this Agreement has been approved by the Board of Directors or the governing body of such party.

28. Excluded Provider. RAF and MIF each represents and warrants that it is not now listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare or Medicaid, nor is it listed, or has any current reason to believe that during the term of this Agreement will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. The parties agree that either may terminate this Agreement, upon notice to the other, in the event that MIF or RAF are listed on the HHS/OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.

29. Change in Law. The parties agree that this Agreement shall be subject to (i) amendments in any applicable federal, state or local laws and regulations and (ii) new legislation and/or regulations. Any provision of law or regulation that invalidates or otherwise is inconsistent with the terms of this Agreement, that would cause any of the parties to be in violation of the law, or that would affect the tax-exempt status of one of MIF's members, shall be deemed to have superseded the terms of this Agreement, provided that the parties shall exercise their good faith efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of such law or regulation. If at any time a party receives a written opinion of health law counsel specializing in the practice of the applicable tax-exempt or healthcare law or regulations that, in the good faith opinion of such counsel, there is a substantial risk that this Agreement, or the conduct of parties contemplated hereunder, does not comply with an applicable law, or that this Agreement jeopardizes the exempt status of one of MIF's members, or that MIF would be legally precluded (as a consequence of this Agreement) from billing a third party payor for services performed or ordered by RAF or a RAF Physician, then the parties will

use good faith efforts to reform this Agreement in such a manner so that it complies with such law, does not jeopardize such exempt status, or does not preclude MIF from billing a third party payor, as applicable. If, after the exercise of such good faith efforts for a period of at least sixty (60) days, the parties have not agreed upon amendment(s) to this Agreement sufficient to resolve the risk(s) identified by counsel, either party may terminate this Agreement upon thirty (30) days' notice.

30. Preferred Provider. This Agreement is not a wholly exclusive contract and reflects a Preferred Provider arrangement. Subject to the exceptions set forth in this Section 30, RAF serves as MIF's only provider of the Services set forth in Section 5, and as such, RAF will be provided with the first opportunity to perform those Services that are requested by MIF. However, if RAF is unable or unwilling to perform such new or additional Services after being afforded such first opportunity, or if the parties cannot mutually agree to the terms on which such new or additional Services will be performed by RAF, then MIF may freely engage other physicians or third parties to perform such new or additional Services.

31. Restrictive Covenants.

(a) Non-Competition. RAF and all RAF Physicians covenant and agreed that during the Term of this Agreement, and for one (1) year after the expiration or termination of this Agreement for any reason, RAF and RAF Physicians shall not, without the prior express written consent of MIF: (i) directly or indirectly establish, operate, manage, own, work for, consult for, contract with, be paid or compensated by, or otherwise be involved in any way with (or solicit any of the foregoing actions) any entity, practice, or facility located within either Mary Washington Healthcare's Primary Service Area or Secondary Service Area, as both are defined on Exhibit D to this Agreement, that provides any radiological or medical imaging services, or (ii) directly or indirectly provide, or solicit to provide, radiologic services, or substantially similar services, within Mary Washington Healthcare's Primary Service Area or Secondary Service Area. Notwithstanding the foregoing, this Non-Competition provision shall not: (i) apply to any entity, practice, or facility which RAF established, operated, managed, owned, worked for, consulted for, contracted with, was paid or compensated by, or otherwise involved in any way as of the commencement date of this Agreement, (ii) apply to any existing services currently provided by RAF as evidenced Exhibit E to this Agreement, which may be amended upon mutual agreement of the parties from time to time, (iii) prohibit RAF or any RAF Physician from providing services at any Mary Washington Healthcare facility, whereby MIF expressly consents to the provision of such services, or (iv) restrict RAF or any RAF Physician from making referrals of patients to any provider that RAF or such RAF Physician deems appropriate.

(b) Non-Solicitation. RAF and all RAF Physicians covenant and agree that during the Term of this Agreement, and for one (1) year after the expiration or termination of this Agreement for any reason, RAF and RAF Physicians shall not, without the prior express written consent of MIF or any Mary Washington Healthcare Entity (as hereinafter defined), directly or indirectly, hire or solicit to hire, or otherwise engage with or solicit to otherwise engage with, any employees of MIF or any Mary Washington Healthcare Entity in any way for purpose of hiring any MIF or any Mary Washington Healthcare Entity employee with the sole exception of if an

employee of MIF or of any Mary Washington Healthcare Entity responds, in their sole volition, to a posting of a RAF employment opportunity made to the general public but not, directly or indirectly, to any employee of MIF or of any Mary Washington Healthcare Entity. MIF may, with the approval of Mary Washington Healthcare, and any Mary Washington Healthcare Entity may, directly or indirectly, hire or solicit to hire, or otherwise engage with or solicit to otherwise engage with, any employees, contractors, agents, or other persons or entities associated or affiliate with RAF in any way. For purposes of this section, a “Mary Washington Healthcare Entity” is any organization directly or indirectly affiliated with, controlled by, or under common control with Mary Washington Healthcare.

(c) Remedies. MIF and RAF, along with all RAF Physicians, agree that if either breach any of the restrictive covenants contained with this Section 31, the non-breaching party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain or otherwise enjoin such default, and/or to immediately terminate this Agreement. RAF shall cause each RAF Physician who will provide services under this Agreement to execute for the benefit of MIF an acknowledgement of the requirements of this Section 31 in the Physician Acknowledgement attached as Exhibit F.

32. Independent Relationship. It is mutually understood and agreed that RAF, the RAF Physicians, other healthcare providers employed by RAF and MIF are at all times acting and performing as independent contractors. Neither RAF, nor the RAF Physicians, nor other healthcare providers employed by RAF shall be entitled to the benefits provided by MIF to its employees including, but not limited to, group insurance or pension benefits. RAF Physicians or other healthcare providers employed by RAF may be employees or independent contractors of RAF. RAF and MIF shall make every reasonable effort to communicate to patients the independent contractor status of RAF, RAF Physicians, and other healthcare providers employed by RAF with regard to MIF. MIF shall neither have nor exercise any control or direction over the methods by which RAF Physicians and other healthcare providers employed by RAF practice or perform their profession except insofar as the RAF Physicians and the other healthcare providers employed by RAF are subject to the applicable Mary Washington Hospital Medical Staff Bylaws and applicable Rules and Regulations.

*Signature Page Follows*

**Execution Version**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above in a manner sufficient to bind themselves.

**MEDICAL IMAGING OF FREDERICKSBURG, LLC**

By: Sean Barden  
Name: SEAN BARDEN  
Title: SVP & CFO

**RADIOLOGIC ASSOCIATES OF FREDERICKSBURG, LTD.**

By: Ch. M. Meyer  
Name: Christopher M. Meyer, M.D.  
Title: President, RAF

**Exhibit A**  
**Performance Parameters**

- I. Consultative Services:
  - A. RAF shall provide such physicians as are necessary to carry out its obligations herein so that MIF facilities shall maintain appropriate hours of operation based upon patient volume.
  - B. RAF shall use its best efforts to ensure that all medical images shall be read and interpreted, for reports provided to referring physicians within twenty-four (24) hours of MIF's request for such service, with the understanding that RAF shall not be obligated to interpret inadequate medical images incapable of being interpreted or improperly exposed or positioned medical images, and with the further understanding that medical images for which relevant comparison reports are necessary.
  - C. RAF shall provide professional supervision, oversight, and advice to the employees of MIF regarding efficient and competent imaging procedures and techniques necessary to produce and maintain quality.
  
- II. Service:
  - A. MIF imaging studies prepared for radiologist interpretation shall be dictated in a manner that is timely and consistent with industry standards, taking into account such factors as patient acuity, point of services, scope of services, and subject to exceptions for factors beyond RAF's reasonable control, such as power outages, transcription, technology failures and natural disasters.
  - B. "Call" and "Wet Read" report requests shall be communicated to the referring physician or person working under the supervision of such referring physician as soon as possible immediately following the completion of interpretation.
  - C. All dictated reports shall be concluded with an "Impression" to ensure effective communication with the referring or attending physicians or other persons designated by such physicians to receive such findings.
  - D. Physicians shall facilitate the direct reporting of pre-operative results to the Surgery Department in an expeditious manner.

- E. Physicians will review and approve the accuracy and quality of transcribed reports prior to distribution.
- F. RAF shall participate in healthcare community awareness functions as reasonably requested by MIF.

III. Quality:

- A. All Physicians shall be certified or eligible for certification by the American Board of Radiology.
- B. All Physicians shall be trained in medical imaging and RAF shall maintain qualified fellowship trained subspecialists in the areas of Neuroradiology, Women's Imaging, Musculoskeletal, Breast Imaging and Body Imaging. Other fellowship trained subspecialty Physicians may be added as the need dictates.
- C. RAF shall use CME courses, over reading, and staff changes as necessary to provide services to MIF.
- D. RAF shall provide direction of regulatory and professional accreditation preparation for inspections and compliance programs such as ACR, MQSA and ICAVL, and participation in the planning and direction of MIF's resources.
- E. RAF shall assist to ensure MIF's compliance with the applicable regulations affecting the operation of MIF's imaging facilities. MIF, however, is responsible for the training and education of its technologists and staff and shall fund appropriate continuing education for its employees.

IV. Professional Standards, Licensing and Accreditation:

- A. RAF Physicians shall provide medical imaging services in a manner consistent with the mission and philosophy of MIF and in compliance with patient rights, patient care, guest relations, safety, confidentiality and other pertinent standards established by MIF, and which are consistent with standards typically established by imaging centers; and provided that such standards established by MIF are not inconsistent with the terms of this Agreement.
- B. All Physicians who read mammography studies must meet the requirements for certification for mammography services as set forth by CMS and American College of Radiology ("ACR") within sixty (60) days of the Effective Date of

this Amendment.

- C. RAF shall comply with all applicable standards of the ACR in the performance of diagnostic interpretive duties.
- D. All educational or certification requirements related to the Physician shall be at the sole expense of RAF and may be provided by parties other than the Hospital.
- E. RAF shall comply with all federal and state laws relating to the licensing and regulation of hospitals, radiology departments and physicians, anti-kickback, self-referral, CMS, OSHA and shall abide by all standards, rules, and regulations of The Joint Commission, the Virginia Board of Medicine, the American College of Radiology, and the By-Laws of the Hospital and its medical staff by-laws, rules and regulations.

Exhibit B

Interpretation Services Compensation Schedule

Subject to Sections 6(a) and 6(b), in connection with the interpretation services provided to patients by RAF pursuant to Section 5(a), MIF compensate RAF for professional component patient services performed by RAF Physicians in the following amounts:

- 23.8% of net collections

For purposes of this Exhibit B, “net collections” means gross sums collected by MIF for the technical and professional component of all diagnostic imaging services less overpayments, refunds, and other erroneous payments.

Exhibit C

REASSIGNMENT AGREEMENT

Physician Name: \_\_\_\_\_

The undersigned (“Physician”), as a condition to and in consideration of my employment or engagement by RADIOLOGIC ASSOCIATES OF FREDERICKSBURG, LTD. (“RAF”) hereby agrees and acknowledge as follows:

Physician acknowledges that RAF has entered into a Call Coverage Panel Agreement (“Agreement”) with Medical Imaging of Fredericksburg, LLC (“MIF”). Physician hereby assigns to MIF all of Physician’s rights to all moneys chargeable for Physician’s delivery of all medical services provided by Physician pursuant to the Agreement (the “Services”). Physician hereby reassigns to MIF all billing and collection matters arising out of rights for revenues generated by Physician’s provision of the Services, including, without limitation, the authority to negotiate, enter, and administer managed care agreements. Physician agrees to execute all documents necessary to authorize MIF or its designee directly to bill third party payers for the provision of the Services. Physician agrees not to submit any separate or additional billings for the Services provided under this Agreement to any person whatsoever.

Signature of Physician

\_\_\_\_\_  
Date

EXHIBIT D

PRIMARY AND SECONDARY SERVICE AREAS

Subject to the terms of the Agreement, the Primary Service Area shall consist of the following zip codes, generally as shown on the map below: 22427, 22428, 22446, 22501, 22514, 22535, 22538, 22546, 22552, 22580, 22401, 22402, 22404, 22448, 22451, 22481, 22485, 22526, 22544, 22547, 22433, 22508, 22542, 22567, 22025, 22026, 22134, 22135, 22172, 22407, 22408, 22534, 22553, 22551, 22565, 22403, 22405, 22406, 22412, 22430, 22463, 22471, 22545, 22554, 22555, 22556, 22442, 22443, 22469, 22488, 22520, 22524, 22529, 22558, 22577, and 22581.

The "Secondary Service Area" shall consist of areas within the following zip codes, to the extent they are within the geographic localities identified as part of the Secondary Service Area on the map below: 20106, 22701, 22713, 22714, 22718, 22724, 22726, 22729, 22733, 22735, 22736, 22737, 22741, 22746, 22436, 22437, 22438, 22454, 22476, 22504, 22509, 22560, 23115, 20115, 20116, 20119, 20128, 20137, 20138, 20139, 20140, 20144, 20185, 20186, 20187, 20188, 20198, 22639, 22642, 22643, 22712, 22720, 22728, 22734, 22739, 22742, 23005, 23015, 23047, 23059, 23069, 23111, 23116, 23146, 23162, 23192, 23024, 23067, 23093, 23117, 23170, 22923, 22942, 22957, 22960, 22972, 22989, 20108, 20109, 20110, 20111, 20112, 20113, 20136, 20143, 20155, 20156, 20168, 20169, 20181, 20182, 22125, 22191, 22192, 22193, 22194, 22195, 22460, 22472, 22548, and 22572.

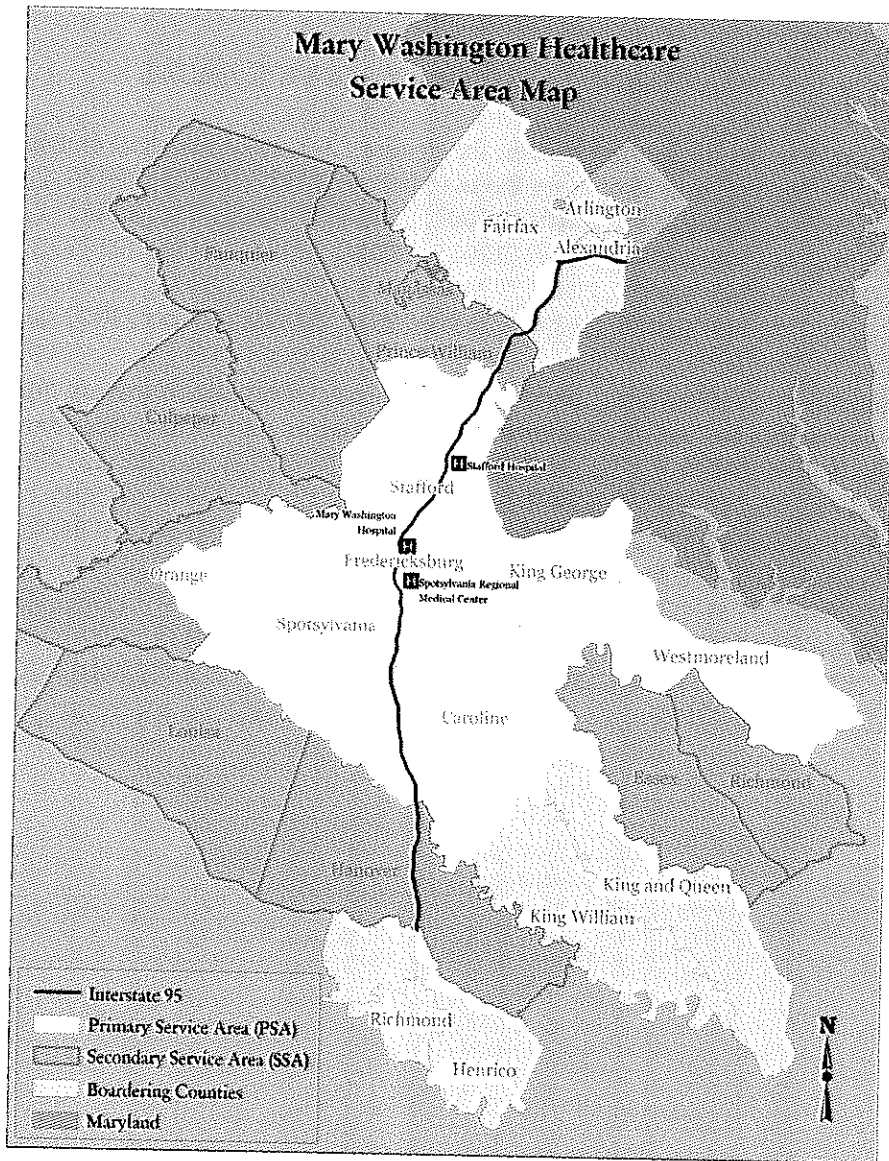


EXHIBIT E

EXISTING NON-MIF SERVICES PROVIDED BY RAF

1. Mary Washington Hospital
2. RAF d/b/a Virginia Interventional and Vascular Associates
3. Virginia Women's Center – Privia Women's Health, P.C.
4. PrimeCare Urgent and Family Care, P.C.
5. Virginia Family Dentistry, P.C.
6. Mary Washington Medical Group

EXHIBIT F

Physician Acknowledgement

The undersigned ("Physician"), as a condition to and in consideration of employment or engagement by **Radiologic Associates of Fredericksburg, Ltd.** ("Contractor"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby enter into this Physician Acknowledgement ("Acknowledgement"), and hereby agrees and consents to, and acknowledges the following:

1. Physician acknowledges that Contractor is a party to a certain Professional Services Agreement dated January 1, 2022, as it may be amended (the "Agreement") with Medical Imaging of Fredericksburg, LLC ("MIF").
2. Physician agrees that Physician shall not at any time during the term of the Agreement or thereafter, copy, reproduce, disclose or divulge to any third party, use or permit others to use any confidential information or material of MIF, the Contractor, or their respective patients and upon the earlier of termination of the Agreement or termination of Physician's engagement by Contractor, Physician shall return to MIF or Contractor, respectively, any such confidential information or material in Physician's possession. Physician agrees that if Physician breaches the foregoing covenants, and Contractor, as applicable, shall be entitled, in addition to any other remedies and damages available to an injunction to restrain the violation of any terms of this Acknowledgment.
3. Physician shall maintain, or ensure that Contractor maintains on Physician's behalf, adequate professional liability insurance on a continuing basis for Physician with the per occurrence limits of liability not less than the liability limit established from time to time for health care providers under the Virginia Medical Malpractice Act or other similar legislation, and with an annual aggregate limit of not less than three (3) times the per occurrence limit. In the event Contractor or Physician purchases a claims-made policy, upon the termination of the Agreement, or, as to Physician's termination of his/her services for MIF, Physician shall purchase, or ensure that Contractor purchases on Physician's behalf, a reporting endorsement, evidenced by a certificate of insurance covering claims arising in connection with the Agreement, but not reported during the term of the Agreement or Physician's services for MIF, or provide other evidence of insurance covering such claims which MIF in its sole discretion deems satisfactory. MIF may terminate the Agreement immediately upon notice to Contractor if Contractor and/or Physician fails to maintain or obtain the above insurance coverage and/or may prohibit Physician from providing services for MIF if Physician fails to maintain or obtain the above insurance.
4. Physician acknowledges and agrees that (a) Physician shall participate in the Medicare, Medicaid, TRICARE Programs and accept assignments of benefits thereunder; (b) Physician shall use his or her best efforts to participate in other third party payor programs that are participated in by MIF; (c) Physician shall participate in physician networks designated and facilitated by MIF and its affiliates for the integrated care of patients within Mary Washington Healthcare's Primary Service Area or

**Execution Version**

Secondary Service Area, including but not limited to, Mary Washington Health Alliance, LLC; and (d) Physician shall be available for, participate in, and complete in a timely manner all third party physician peer to peer reviews requested by payors for radiology services.

5. Physician hereby covenants and agrees to, and shall, indemnify, defend and hold harmless MIF and Contractor for, from, and against any and all claims, losses, liabilities, fees and expenses (including reasonably attorneys' fees) incurred by MIF or Contractor arising from, related to, or in connection with (i) Physician's breach of the aforementioned agreements, covenants, representations, and warranties of this Acknowledgement, and (ii) Physician's services to MIF and Contractor, including all acts and omissions arising from or related thereto, or in connection therewith.

6. During the Term of the Agreement, Physician shall not: (i) provide substantially similar services to other hospital facilities within Mary Washington Healthcare's Primary Service Area or Secondary Service Area (as described on Exhibit D to the Agreement) without the prior written approval of MIF, and (ii) will not hire or solicit to hire, whether directly or indirectly, any employees or agents of MIF.

7. Physician agrees that the provisions of this Acknowledgement are for the benefit of and shall be enforceable by MIF and Contractor.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Printed Name of Physician

Date: \_\_\_\_\_

**EXHIBIT G**

**JOINDER AGREEMENT**

**JOINDER TO PROFESSIONAL SERVICES AGREEMENT**

The undersigned agrees to be bound by and comply with the covenants, representations, warranties, obligations, terms and conditions as applicable to Radiologic Associates of Fredericksburg, Ltd. ("RAF") under that certain Professional Services Agreement by and between RAF and Medical Imaging of Fredericksburg, LLC dated January \_\_, 2022, as if the undersigned were an original party thereto.

Virginia Medical Imaging, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

# **EXHIBIT 3**

## MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made effective on Dec 27, 2013 ("Effective Date") by and between VIRGINIA MEDICAL IMAGING, INC. ("VMI"), a Virginia corporation organized and existing pursuant to the laws of the Commonwealth of Virginia and MEDICAL IMAGING OF FREDERICKSBURG, LLC, ("MIF"), a Virginia limited liability company organized and existing pursuant to the laws of the Commonwealth of Virginia.

### RECITALS:

WHEREAS, MIF is a limited liability company that operates diagnostic imaging facilities and services in the greater Fredericksburg, Virginia area (the "Facilities"); and

WHEREAS, MIF desires to engage a duly qualified manager to provide a full-time clinical director to manage the day-to-day operations of the Facilities; and

WHEREAS, VMI is an independent contractor of MIF and shall be entitled to provide services to clients other than MIF during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. No Payments for Referrals. Each party represents and warrants that: (i) the aggregate services to be provided to patients pursuant to this Agreement do not exceed those that are reasonable and necessary for legitimate business purposes; (ii) the amounts to be billed and collected on behalf of VMI and paid over to VMI pursuant to this Agreement are consistent with fair market value transactions and are not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under any government sponsored health benefit program; and (iii) all compensation arrangements between the parties are set forth in this Agreement.
3. Term. The initial term ("Initial Term") of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. If not previously terminated pursuant to other provisions of this Agreement, following the expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of five (5) years each ("Renewal Term(s)"), unless either party gives the other written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration date of the then current term.
4. Covenants of VMI. VMI represents and warrants that VMI will:

(a) Use reasonable care in performing all management services contemplated pursuant to this Agreement, and that all such services shall be performed in a fiduciary capacity on behalf of MIF and in accordance with industry standards and applicable laws and regulations;

(b) Provide the services described herein during time periods and at locations reasonably designated by MIF;

(c) Dedicate the time, personnel, and other resources necessary to fully carry out the services required pursuant to this Agreement;

(d) Keep MIF's Managers Committee regularly and thoroughly informed of MIF's activities hereunder;

(e) Cause VMI's employees and agents to act in a manner consistent, and not in conflict with, VMI's obligations under this Agreement; and

(f) Comply, and take reasonable precautions to ensure that the Clinical Director (as defined below) will comply with the all quality assurance and utilization review policies and procedures of MIF, applicable policies and procedures of insurers and other third party payors, applicable accreditation standards, and all governmental laws, regulations, rules and requirements applicable to provision of services hereunder.

5. Management Services. MIF hereby engages VMI, as MIF's sole and exclusive manager, to supervise and manage the daily operations of the Facilities pursuant to the terms and condition set forth herein and MIF's policies and procedures. VMI hereby accepts the engagement and agrees to provide the following management and administrative services to MIF and to document said services throughout the term of this Agreement as follows:

(a) General Administrative and Management Services. VMI shall provide supervision, oversight, management and advice to the personnel (including leased employees) of MIF regarding efficient and competent imaging procedures and techniques necessary to produce and maintain quality, including direction of regulatory and professional accreditation preparation for inspections and compliance programs such as ACR, MQSA and ICAVL, and participation in the planning and direction of MIF's resources. VMI shall be responsible for the overall operation, management and administration of MIF's Facilities and operations, including oversight of the employment of personnel who are competent to perform test procedures, record and report test results promptly, accurately and proficiently, and for ensuring MIF's compliance with the applicable regulations affecting the operation of MIF's Facilities. VMI's supervision and oversight of MIF's leased personnel shall not conflict with any personnel policies and procedures adopted by the employer of such leased personnel.

(b) Licenses. VMI shall be use its reasonable best efforts to obtain and maintain in the name of the MIF all necessary and appropriate licenses, certifications, approvals, permits and accreditation for the operation of the Facilities. VMI, through its duly authorized officers, shall have the authority to execute on behalf of MIF any applications and other

agreements necessary for the certification of the Facilities and to participate in the Medicare and Medicaid programs.

(c) Physician and Patient Relations. VMI shall be responsible to maintain and update, as necessary, systems for promoting and achieving good relations between MIF's staff, its physicians and patients.

(d) Education and Training. Prepare the curriculum for and train the nurses, technicians, nurse aides and other health providers involved in the administration of the Facilities.

(e) Documents. Provide forms, records and documents as may be reasonably necessary and/or required by law to assure the availability of appropriate and accurate information for the administration of the Facilities.

(f) Operating Reports. Prepare all reports of MIF's operations that may be required by state, local or federal regulatory agencies.

(g) Supplies. During the term of this Agreement, VMI shall arrange for all purchases of supplies necessary to the operation of the Facilities.

(h) Records. VMI shall maintain adequate records reflecting management and administrative services provided pursuant to this Agreement and shall allow MIF access to such records relating to the operation of the Facilities.

(i) Maintenance. VMI shall subcontract, at MIF's expense, on-going inspections of MIF's facilities and equipment, and, at MIF's expense, shall maintain the MIF's Facilities and equipment in good operating condition and repair to the extent financially feasible under the Budget. VMI shall provide recommendations to MIF with respect to any capital improvements to MIF's Facilities, and shall promptly report to MIF any significant maintenance conditions which adversely affect or could adversely affect the services performed at the Facilities.

(j) Budget and Business Plan. Annually and at least one hundred fifty (150) days prior to the commencement of each fiscal year of MIF, VMI shall prepare and deliver to MIF for its review and approval a proposed operating and capital budget ("Budget"), setting forth an estimate of MIF's revenues, expenses and capital expenditures for the upcoming fiscal year (including, without limitation, the management fees associated with the services provided by VMI). MIF shall review the proposed Budget, and either approve the proposed Budget or request changes to it within thirty (30) days after receiving the proposed Budget. When acceptable to MIF, the Budget shall be approved by MIF and may thereafter be revised only upon approval of MIF. If MIF fails to approve the proposed Budget by the beginning of the fiscal year just commencing, the Budget for the fiscal year just ending shall be deemed to be the Budget for the fiscal year just commencing until MIF approves a new Budget. VMI shall manage and administer the operations of the Facilities in a manner such that the actual revenues, costs, expenses and capital expenditures of the operation and maintenance of the Facilities during the

applicable period of MIF's fiscal year shall, to the extent possible, be consistent with the Budget for that fiscal year. MIF agrees to cooperate with VMI in the performance of its management services and use its best efforts to ensure that VMI is provided in timely fashion the information, including financial data, required by it in the performance of its management services hereunder.

(k) Quality Assurance. VMI will develop and recommend a quality assurance program for MIF's approval, at the expense of MIF. Once such program is approved by the MIF, VMI will implement and supervise the quality assurance program.

(l) Standards, Policies and Procedures. VMI shall direct the drafting, implementation, monitoring and enforcement of, and, where appropriate, revisions to all operational standards, policies, and procedures necessary for the proper operation of the Facilities. All new and revised standards, policies and procedures shall be first approved by MIF prior to the implementation thereof. VMI shall use its best efforts to ensure compliance by all Facility Personnel with all such Facility standards, policies, and procedures. With regard to VMI's supervision and oversight of personnel leased by MIF, in no event shall any policies described in this paragraph conflict with any personnel policies and procedures adopted by the employer of such leased personnel.

(m) Insurance. VMI shall procure and maintain (1) commercial general liability insurance covering VMI and its respective employees and personnel with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, (2) statutory workers compensation insurance for all VMI personnel, and (3) commercially reasonable employer's liability insurance. VMI shall provide MIF with reasonable evidence of such insurance upon MIF's request and shall name MIF as an additional insured on VMI's commercial general liability insurance policy.

(n) Clinical Director. VMI shall further provide a full-time Clinical Director, subject to the reasonable approval of MIF, to provide day-to-day management for MIF. The Clinical Director shall provide those services described within Schedule 5(n), which is attached hereto and incorporated herein by reference. In the delivery of such services, the Clinical Director shall collaborate with MIF's medical director and generally support the medical director in the performance of his/her duties as described in that Professional Services Agreement between MIF and Radiologic Associates of Fredericksburg, Ltd. In addition, the Clinical Director shall report to MIF's Operations Manager for the provision of services pursuant to this Agreement. The Clinical Director shall also meet and submit reports to MIF's Operations Manager, on an ongoing basis and as reasonably appropriate, to keep the Operations Manager informed about MIF's operations, finances and management. The Clinical Director shall also assist in developing and monitoring short range goals and strategic planning, to evaluate and improve services provided and resources utilized, to oversee capital asset management and acquisition, to assist with regulatory accreditation, to oversee patient record and data maintenance and availability, and to mentor managers and staff, and to use performance improvement techniques to improve value of services. MIF, however, is responsible for the training and education of its technicians and staff and shall fund appropriate continuing education for its employees. Subject to Section 5(n)(iii) and 22, MIF hereby approves of VMI's appointment of Barry Nielson to serve as Clinical Director.

(i) Compensation and Benefits. VMI shall compensate the Clinical Director for services provided to MIF, in accordance with applicable federal and state wage laws, including those addressing income tax withholding, FICA, FUTA, and applicable state unemployment provisions. VMI shall provide the Clinical Director with health insurance and other employee benefits.

(ii) Reserved Rights of VMI. In compliance with State law and Federal guidelines, VMI shall, after consultation with MIF:

(1) Have a right to recruit, hire, direct and control the Clinical Director,

(2) Have a right to discipline, replace, and terminate the employment of the Clinical Director and designate the date of separation from employment,

(3) Have a right to reward, promote, reassign, evaluate and determine the wages, hours, terms and conditions of employment for the Clinical Director,

(4) Have the right to resolve and decide Clinical Director grievances and disputes, and

(5) Supervise and direct the Clinical Director in a reasonable manner consistent with the practices of similar businesses and enterprises.

(iii) Termination of Clinical Director. MIF shall have the right to request that VMI appoint a different individual to serve as Clinical Director by providing written notice to VMI describing the rationale for the request. VMI shall have a reasonable opportunity, not to exceed fifteen (15) days, to make corrective changes to the reasonable satisfaction of MIF so that a change is not necessary. Otherwise, upon the expiration of such fifteen (15) days period, VMI shall remove the individual serving as Clinical Director and use good faith efforts to find a replacement Clinical Director who is reasonable satisfactory to MIF as soon as practicable.

## 6. Compensation.

(a) In consideration of VMI's provision of the management and administration services described in this Agreement, MIF shall pay VMI a fee ("Management Fee") of Sixty-one Thousand Seven Hundred and Twelve and 00/100 dollars (\$61,712.00) per month, payable on or before the first day of the month immediately preceding the month during which such services were provided. Such fee is based upon the Fair Market Evaluation of Support Services as indicated in the final report by AGI Healthcare Group, dated May 10, 2013. This report may need to be revised upon a change in circumstances of either party. Should such services be provided for a period of less than a full month, such monthly payment shall be prorated based upon a thirty (30) day month. The Management Fee may be increased from time to time, as approved by the Managers Committee of MIF based upon VMI's costs in providing such services.

7. Facilities. During the term and as reasonably requested by VMI, MIF will arrange for the following facilities to be made available to VMI solely for VMI's provision of the services hereunder:

(a) reasonably appropriate office space within one or more of the Facilities, including office furniture, computers, telephones, photocopiers, and other necessary office equipment; and

(b) computer network connections, telephone service, and related support services, it being understood that VMI will be responsible for any incremental costs that may arise by virtue of VMI engaging in activities not in pursuit of VMI's provision of services pursuant to this Agreement.

8. MIF Expenses.

(a) Budgeted Expenses. VMI shall, subject to the limitations set forth in this Agreement, in the name of MIF, contract for all services and supplies, necessary to develop and operate the Facilities. Such expenses shall be for the account of MIF, shall be a liability of the MIF and the Facilities and payable by VMI out of MIF's operating account. In the event such expenses are incurred by VMI on behalf of MIF with MIF's written approval, MIF shall reimburse VMI for all such expenses within ten (10) days of receipt from VMI of a statement of expenses and such support for such expenses as MIF shall reasonably request. Such statements may be presented weekly, monthly or quarterly, at the option of MIF.

(b) Unbudgeted Expenditures.

(i) Operating Expense. VMI shall advise MIF from time to time of changes in the operation of the Facilities which may cause a significant variation from the Budget. VMI shall have the authority to obtain any services, supplies or non-capital equipment which are otherwise provided for in the Budget, but due to increased costs or higher patient enrollment are otherwise higher than proposed in the Budget, provided that such increases over the Budget do not exceed seventy five thousand dollars (\$75,000) per item or in the annual aggregate. Such services, supplies or non-capital expenditures shall be paid directly out of the MIF's operating account. Operating expenses which were not provided in the Budget and which exceed seventy five thousand dollars (\$75,000) per item or in the annual aggregate, shall require MIF's prior approval before expenditure.

(ii) Capital Expenditures. VMI shall not incur any capital expenditures which are not provided in the Budget without MIF's prior written consent, and will obtain written approval of capital requests from either the Mary Washington Healthcare System Chief Operating Officer, Chief Financial Officer, or his/her designee. VMI shall have the authority to purchase capital items provided in the Budget if the cost thereof is in excess of the Budget amount but only if the increase is a result of the actual cost of such item, so long as such increase does not exceed seventy five thousand dollars (\$75,000) per item or in the annual aggregate. Any increase in cost in excess of seventy five thousand dollars (\$75,000) shall require the MIF's prior written approval. VMI's authority to purchase capital items under this

Section 8(b)(ii) shall be in addition to any authority over operating expenses provided in Section 8(b)(i).

9. **Patient Records.** VMI shall comply with all applicable laws, rules, regulations, professional standards, and policies of third party reimbursement programs pertaining to the rendition of the services and collection of fees or submission of claims for reimbursement with respect to such services. VMI acknowledges that the medical records as well as all billing records and service records are the property of MIF solely.

10. **Confidentiality.** VMI agrees that all programs, policies, procedures, standards, criteria and data systems developed by or on behalf of MIF, shall remain the property of MIF and may not be disseminated, copied, disclosed or used in any manner except by members and employees of VMI to the extent reasonably necessary to provide services pursuant to this Agreement. VMI further covenants and agrees that VMI will not, except (a) as may be required by law upon prior notice to MIF, (b) to third-party legal or financial advisors or lenders who agree to maintain the confidentiality of such information in accordance with this Section, or (c) as necessary to perform its duties under this Agreement, directly or indirectly disclose to any person or entity, any other proprietary information or trade secrets of MIF, including without limitation, any financial information and any information respecting the contractual or financial arrangements between MIF and its respective customers, contractors or suppliers, its methods of doing business or its financial condition.

11. **Equal Employment Opportunity.** MIF and VMI expressly agree to abide by all applicable Federal or State equal employment opportunity statutes, rules and regulations including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, and the Americans with Disabilities Act of 1990, all as may be amended from time to time.

12. **Termination for Cause.** (a) MIF shall have the right to terminate this Agreement immediately by written notice to VMI upon the occurrence of any of the following events which have been reviewed by MIF's Managers Committee and determined to be valid: (i) any lapse in VMI's liability insurance coverage or failure by VMI to maintain coverage as required by this Agreement; (ii) material breach by VMI of this Agreement that is not cured within thirty (30) days after written notice of noncompliance by MIF; (iii) VMI no longer has an ownership interest in MIF, or (iv) VMI becomes insolvent or bankruptcy or is becomes unable to pay its creditors when due.

(b) VMI shall have the right to terminate this Agreement immediately by written notice to MIF upon the material breach of this Agreement by MIF if MIF has not cured such material breach within thirty (30) days of notice from VMI of such material breach.

(c) Notwithstanding anything to the contrary, if a material breach giving rise to a right to terminate this Agreement is of a nature which cannot reasonably be cured within such

thirty (30) day period, the non-breaching party may establish a reasonable time that fairly considers the nature of the breach within which the breaching party shall effect the cure.

13. **Indemnity.** The parties hereby agree to indemnify, defend and hold harmless the other party, its agents and employees, from all claims, fines, demands, suits, actions or costs, including legal and other professional fees, or any other liability relating to or arising out of the acts or omissions of the responsible party, its members, agents or employees, in the course of performing its duties pursuant to this Agreement. Either party shall notify the other party in writing within three days following the date it receives actual notice of any incident or alleged injury which is likely to result in a claim against the other party. Such notice shall include the names, addresses and phone numbers of all person who were present and the date, time, location and circumstances of the incident. VMI and MIF shall cooperate in the defense of any claims arising out of or in connection with any services provided hereunder.

14. **Alternative Dispute Resolution Mandated.** The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise between them. Any dispute that cannot be amicably resolved by the parties shall be submitted to voluntary mediation pursuant to the procedures of the American Arbitration Association. Any issues that remain unresolved following such mediation shall be submitted to binding arbitration. The arbitration rules of the American Arbitration Association, shall apply. The arbitrator(s) shall have the power to provide for such equitable relief as may be appropriate under the circumstances. Arbitration shall take place in Fredericksburg, Virginia. Each party shall use reasonable efforts to insure that any arbitration proceeding is completed within ninety (90) days following the request for arbitration. All expenses incurred for the services of the mediator shall be shared equally by the parties. All expenses incurred by the parties in the arbitration proceedings shall be paid by the party or parties so ordered in the decision of the arbitrator(s).

15. **Attorneys' Fees.** In the event that any party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, shall be entitled to its actual costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, reasonable attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

16. **Protected Health Information.** VMI shall maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. Notwithstanding any provision herein to the contrary, VMI acknowledge and agree that they shall not receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. VMI agrees that the Protected Health Information shall only be used by VMI for the purposes of performing pursuant to this Agreement and shall not be used by VMI for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof.

(a) VMI will:

- (i) Not use or disclose any Protected Health Information other than as permitted or required under this Agreement or as required by law;
- (ii) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information except use or disclosure specifically permitted pursuant to this Agreement;
- (iii) Report to MIF any use or disclosure of the Protected Health Information not provided for under this Agreement of which VMI or the Clinical Director becomes aware;
- (iv) Ensure that any physicians, agents, or employees of VMI, including any permitted subcontractors, to whom VMI (by or through its physicians, agents, or employees) provides the Protected Health Information received from, or created or received by the VMI on behalf of MIF, agrees to the same restrictions and conditions that apply to VMI with respect to such information;
- (v) Shall make available Protected Health Information in accordance with 45 C.F.R. § 164.524, or any similar provision, as amended and in effect from time to time;
- (vi) Make available Protected Health Information for amendment and incorporate any amendments into the Protected Health Information maintained by VMI in accordance with 45 C.F.R. § 164.526, or any similar provision, as amended and in effect from time to time;
- (vii) Make available the Protected Health Information required to provide an accounting of any disclosures in accordance with 45 CFR § 164.528, or any similar provision, as amended and in effect from time to time;
- (viii) Make available its internal practices, books and records relating to the use and disclosure of Protected Health Information received from or created or received by VMI on behalf of MIF to the Secretary of Health and Human Services for determining compliance with applicable regulations;
- (ix) At termination of this Agreement, return or destroy all Protected Health Information received from, or created or received by VMI on behalf of MIF in any form and retain no copies of such information, unless MIF determines such return is not feasible, in which case, VMI agrees to retain all or such portion the Protected Health Information as requested by MIF and to extend any and all protections, limitations and restrictions contained in this Section 16 to VMI's use or disclosure of any Protected Health Information retained after the termination, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible;
- (x) Implement and maintain administrative safeguards, physical safeguards and technical safeguards that reasonably and appropriately protect the confidentiality,

integrity and availability of the Protected Health Information that VMI creates, receives, maintains, or transmits on behalf of MIF as required by 45 C.F.R. Part 164;

(xi) Ensure that any agent, including a permitted subcontractor, to whom VMI provides Protected Health Information agrees to implement reasonable and appropriate administrative safeguards, physical safeguards and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information;

(xii) Report to MIF any security incident (as defined under 45 C.F.R. § 164.304) of which VMI becomes aware;

(xiii) Abide by the terms of the Notice of Privacy Practices in effect for MIF, as amended from time to time by MIF;

(xiv) Comply with all further legal requirements affecting use and disclosure of the Protected Health Information, including, without limitation, any applicable requirements of 42 C.F.R. § 164.504, et seq.; and

(xv) To the extent that VMI engages in any of the electronic transactions listed in the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act ("HIPAA") at 42 U.S.C. § 1320d-2(a)(2), or utilizes a third-party to engage in such transactions on behalf of MIF, VMI warrants that it, or any third-party acting on its behalf, will fully comply with the requirements of the Standards for Electronic Transactions promulgated by the U. S. Department of Health and Human Services, as set forth in 45 C.F.R. Part 162.

(b) *HITECH Act.* The parties agree that the requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") that relate to security and/or privacy and that are made applicable with respect to MIF shall also be applicable to VMI and shall be deemed incorporated into this Agreement. In the event VMI discovers any acquisition, access, use, or disclosure of Protected Health Information that is not permitted by the terms of this Agreement (a "Compromise"), VMI shall notify and report such Compromise in writing to MIF as soon as possible following discovery of such Compromise, but in all events within one (1) business day after discovery. VMI shall provide MIF with all information available to VMI relating to the Compromise in order to allow MIF to assess potential notifications under the HITECH Act and related regulations and to facilitate provision of such notifications where MIF determines that such notifications are appropriate or required. In the event that MIF determines that notification of the Compromise must be given to individuals or government authorities, as elected by MIF, VMI will either provide such notifications on behalf of MIF (the form of such notifications to be subject to the prior written approval of MIF) or reimburse MIF on demand for any and all costs and expenses incurred by MIF in connection with preparing such notifications. Notwithstanding any provision in this Agreement to the contrary, VMI will not provide any notice to third parties (including, without limitation, patients or governmental authorities) of any Compromise in connection with this Agreement unless the form of such notice has been approved in writing by MIF, provided,

however, this provision shall not be interpreted to prohibit VMI from notifying its legal counsel or its insurers of any Compromise, and this provision shall not be interpreted to prohibit VMI from providing any notifications which VMI is expressly required by law to provide. Notwithstanding any provision herein to the contrary, VMI shall comply with all laws, regulations and requirements applicable to business associates (as such term is defined pursuant to 45 C.F.R. Section 160.103) and all terms, conditions and obligations of business associates (as such term is defined pursuant to 45 C.F.R. Section 160.103) now or hereafter imposed by law or regulation shall be deemed to have been incorporated into this Agreement as though set forth in full herein.

(c) Failure of VMI to comply with the requirements of this Section 16 shall be considered a material breach of this Agreement and shall be grounds for termination of the Agreement, unless VMI takes such action as necessary to remedy the cause of the material breach to the reasonable satisfaction of MIF within thirty (30) days after written notice of noncompliance by MIF. Section 16 shall survive the expiration, termination or non-renewal of this Agreement.

#### 17. Compliance Program

(a) VMI acknowledges that MIF and its corporate affiliates have adopted a formal corporate compliance program ("Mary Washington Healthcare Integrity Program") designed to ensure that MIF and all of its employees and contractors comply with applicable laws, including, but not limited to, federal and state health care fraud and abuse laws.

(b) Each party represents and warrants as follows:

(i) It currently is in compliance with applicable laws including, but not limited to, federal and state health care fraud and abuse laws.

(ii) It is not a target or subject of a federal or state criminal, civil, or administrative investigation.

(iii) It is not a party to a criminal, civil or administrative action or proceeding concerning a potential violation of laws including, but not limited to, federal or state health care fraud and abuse laws; and

(iv) It currently is not excluded, debarred, or suspended from participating in any federal or state health care program or other federal or state program.

(c) During the Term of this Agreement, each party shall ensure that it conducts its business in compliance with (a) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (b) the Behavioral Standards of Conduct ("Standards") adopted by MIF, and (c) Mary Washington Healthcare's compliance policies and procedures adopted by MIF as part of the Mary Washington Healthcare Integrity Program. MIF will provide up to date copies of such programs to VMI. At MIF's reasonable request, VMI shall participate in any training and education session that is offered by MIF (or its designees),

including, but not limited to, Patient Access and Patient Accounts departmental education programs on risk issues, and the monitoring and auditing programs for Patient Access and Patient Accounts, as part of the Mary Washington Healthcare Integrity Program. In addition to the foregoing, MIF shall cooperate with VMI's compliance activities, policies and procedures, including, but not limited to, VMI's efforts to monitor and audit the claims, medical records and billing process of MIF.

(d) During the term, each party shall promptly notify the other party in writing in the event that such party or such party's partners, employees, or agents (a) ceases to conduct its business in compliance with (i) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (ii) the Standards, or (iii) the policies and procedures adopted by MIF as part of the Mary Washington Healthcare Integrity Program, (b) becomes the subject or target of a federal or state criminal, civil, or administrative investigation, (c) becomes a party to a criminal, civil, or administrative action or proceeding concerning a potential violation of any laws including, but not limited to, federal or state health care fraud and abuse laws, or (d) is excluded, debarred or suspended from participation in any federal or state health care program or other federal or state program.

(e) The failure of a party to comply with its duties and obligations under this Section shall constitute a material breach of the Agreement.

(f) Each party agrees to defend, indemnify and hold the other party harmless from, any damages, fines, penalties or other costs (including, but not limited to, attorneys' fees) that are incurred by or imposed upon the other party as a result of (a) any material misrepresentation set forth in this Section 17, or (b) such party's failure (or alleged failure) to comply with its duties and obligations under this Section. MIF agrees to defend, indemnify and hold VMI harmless from damages, fines, penalties or other costs (including, but not limited to, attorneys' fees) that are incurred by or imposed upon VMI as a result of MIF's material failure to comply with its duties and obligations under the Mary Washington Healthcare Integrity Program.

18. Notices. All notices shall be in writing directed to a party at its address as set forth below. Either party may designate a new address by written notice to the other party. All notices shall be effective upon receipt when sent via facsimile, by hand, or express mail service, and three days after mailing when mailed postage prepaid by United States registered or certified mail, return receipt requested.

To MIF:

Medical Imaging of Fredericksburg, LLC  
c/o Mary Washington Healthcare  
2300 Fall Hill, Suite 509  
Fredericksburg, VA 22401  
Attn: Regulatory Affairs

To VMI:

Virginia Medical Imaging, Inc.  
Professional Plaza at Lee's Hill  
Suite 1200  
10401 Spotsylvania Avenue  
Fredericksburg, VA 22408  
Attn: Edwin William Swager

19. No Employment or Partnership. The parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Agreement or for purposes hereof. Neither VMI nor any agent or employee of VMI shall represent themselves to be employees of MIF. VMI shall be solely responsible for all federal, state, and local income taxes, gross receipt taxes, FICA taxes, withholding and tax returns, licenses, permits, registrations, unemployment and disability benefits, workers' compensation coverage and compliance with all other legal or regulatory requirements applicable to the conduct of its business and employment of persons and/or the provision of services hereunder. VMI acknowledges that members and employees of VMI are not entitled to participate in any employee benefit plans or other arrangements maintained by MIF for its employees.

20. Assignment. This Agreement may not be assigned by MIF without the prior written consent of VMI. VMI shall not assign or subcontract its rights, duties or obligations under this Agreement without the prior written consent of MIF. Any attempt of a party to assign this Agreement or its rights, duties or obligations hereunder in violation of this Section may be treated by the other party as a material breach, and no assignment by a party in violation of this Section, whether voluntarily or by operation of law, shall be effective. For purposes of this Section, the occurrence of any of the events set forth below shall be deemed an assignment:

(a) A liquidation or dissolution of a party;

(b) (i) a party's merger, consolidation, reorganization, recapitalization or share or interest exchange, sale or transfer or any other transaction or series of transactions in which its stockholders, managers, partners or interest holders immediately prior to such transaction or series of transactions receive, in exchange for the stock or interests owned by them, cash, property or securities of the resulting or surviving entity or any affiliate thereof, and, as a result thereof, individuals or entities who, individually or in the aggregate, were holders of 50% or more of its voting stock, securities or equity, partnership or ownership interests immediately prior to such transaction or series of transactions hold less than 50% of the voting stock, securities or other equity, partnership or ownership interests of the resulting or surviving entity or such affiliate thereof, calculated on a fully diluted basis, or (ii) a direct or indirect sale, transfer or other conveyance or disposition, in any single transaction or series of transactions, of all or substantially all of a party's assets, or (iii) the initial public offering of a party's securities;

(c) Insolvency of a party, inability of a party to pay its debts as they mature or making of a general assignment for the benefit of creditors by a party;

(d) Final adjudication as bankrupt or voluntarily filing of a petition in bankruptcy seeking a reorganization or affecting a plan or other arrangement with creditors; and

(e) Filing of an answer by a party to a creditor's petition or other petition filed against it admitting the material obligations thereof for an adjudication in bankruptcy or reorganization.

Notwithstanding anything to the contrary, for purposes of this Section, the issuance, exchange, sale or transfer of VMI stock to physicians or employees of VMI shall not be deemed an assignment of VMI's interest.

21. MIF's Charitable Purposes and Reserved Powers. VMI understands and acknowledges that MIF is organized and operated for the following purposes (the "Purposes"):

(a) MIF shall not operate in a manner that could jeopardize the federal tax-exempt status under Internal Revenue Code Section 501(c)(3) of Mary Washington Healthcare Clinical Services, Inc. ("MWHCS") or any affiliated tax-exempt entity or the tax-exempt status of bonds relating to MWHCS or any affiliated tax-exempt entity or that could result in allocations of MIF income to MWHCS being treated as unrelated business taxable income. MIF shall also not operate in a manner that could result in the application of the anti-self-referral provisions of the Stark Legislation (42 U.S.C. Section 1395nn) or the Social Security Act's anti-kickback statute (42 U.S.C. Section 1320a-7b(b)).

(b) MIF shall be operated in a manner that furthers charitable purposes by promoting health for a broad cross-section of the community. The duty to operate and manage MIF in a manner that furthers charitable purposes shall prevail over any other duty MIF's members, managers, officers, employees and VMI may have to operate MIF for the financial benefit of MIF's members, and this shall serve as a guiding principle for MIF.

(c) VMI, MIF and MIF's members, managers, officers and employees shall ensure that all healthcare services of MIF shall be performed (A) in accordance with policies approved by MIF, as they may be amended from time to time, for providing care for those patients who are unable to pay for such care, which policies shall provide, at a minimum, for the provision of indigent care consistent with the charitable mission and purposes of MWHCS, and (B) regardless of a patient's (1) race, creed, color, sex, religion, national origin or handicapping condition or (2) status under Medicare or Medicaid or other payment source. MIF will implement and maintain a written charity/indigent care policy consistent with the charitable mission of MWHCS and VMI shall provide services under this Agreement in compliance with such policy.

22. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings with respect thereto. The recitals, and exhibits to this Agreement are hereby incorporated into this Agreement by reference. This Agreement may be amended only by a written instrument executed by each party.

23. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy. Except as expressly provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

24. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

25. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors and assigns.

26. Governing Law. This Agreement is intended to take effect as a sealed instrument and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regards to principles of conflicts of law. As this Agreement is the result of negotiations between sophisticated parties, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party. Each party hereby consents to personal jurisdiction in the Commonwealth of Virginia, and to the personal jurisdiction of the courts thereof and the United States District Courts sitting therein, and agrees that any and all litigation relating to this Agreement shall be maintained in the Circuit Court for the City of Fredericksburg, Virginia, or, if applicable jurisdictional requirements are satisfied, the United States District Court for the Eastern District of Virginia, Richmond Division, and each party hereby waives all objections to jurisdiction or venue or forum non conviens with respect to any litigation filed in such courts.

27. Authority. The officers executing this Agreement on behalf of the parties, hereby represent and warrant that their respective party is an entity duly organized and validly existing pursuant to the laws of the Commonwealth of Virginia, and that the execution, delivery and performance of this Agreement has been approved by the Board of Directors or the governing body of such party.

28. Excluded Provider. VMI and MIF each represents and warrants that it is not now listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare or Medicaid, nor is it listed, or has any current reason to believe that during the term of this Agreement will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. The parties agree that either may terminate this Agreement, upon notice to the other, in the event that MIF or VMI is listed on the HHS/OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.

29. Change in Law. The parties agree that this Agreement shall be subject to (i) amendments in any applicable federal, state or local laws and regulations and (ii) new legislation and/or regulations. Any provision of law or regulation that invalidates or otherwise is inconsistent with the terms of this Agreement, that would cause any of the parties to be in violation of the law, or that would affect the tax-exempt status of one of MIF's members, shall

be deemed to have superseded the terms of this Agreement, provided that the parties shall exercise their good faith efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of such law or regulation. If at any time a party receives a written opinion of health law counsel specializing in the practice of the applicable tax-exempt or healthcare law or regulations that, in the good faith opinion of such counsel, there is a substantial risk that this Agreement, or the conduct of parties contemplated hereunder, does not comply with an applicable law, or that this Agreement jeopardizes the exempt status of one of MIF's members, or that MIF would be legally precluded (as a consequence of this Agreement) from billing a third party payor for services, then the parties will use good faith efforts to reform this Agreement in such a manner so that it complies with such law, does not jeopardize such exempt status, or does not preclude MIF from billing a third party payor, as applicable. If, after the exercise of such good faith efforts for a period of at least sixty (60) days, the parties have not agreed upon amendment(s) to this Agreement sufficient to resolve the risk(s) identified by counsel, either party may terminate this Agreement upon thirty (30) days notice.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above in a manner sufficient to bind themselves.

MEDICAL IMAGING OF FREDERICKBURG, LLC

By: Sean Barden  
Name: SEAN BARDEN  
Title: EVP + CFO / MANAGER

VIRGINIA MEDICAL IMAGING, INC.

By: Dr. Michael McDermott  
Name: Dr. Michael McDermott  
Title: President

## Schedule 5(n)

### **Clinical Director Job Description / Scope of Duties**

**Division:** RAF and VMI Corporate Offices  
**Reports to:** RAF and VMI CEO  
MWHC Senior Vice President - Properties and Ambulatory Services  
**Created:** February 2011  
**Approved by:** VMI CEO

#### **Position Summary:**

The Director will efficiently and effectively manage all non-physician operations of the outpatient imaging ventures for Medical Imaging of Fredericksburg, LLC in order to facilitate effective use of resources in an environment that is cost-effective and value-driven. The Director is responsible for leadership and direction in accordance with the values and clinical initiatives of the organization. The Director works independently and collaboratively with RAF, VMI, and MWHC personnel and other parties to maintain the highest degree of clinical, technical, and operational performance and customer satisfaction.

The Director provides the overall operation, management and administration of MIF's facilities and operations, including oversight of the employment of personnel who are competent to perform test procedures, record and report test results promptly, accurately and proficiently, and for ensuring MIF's compliance with the applicable regulations affecting the operation of MIF's Facilities. Supervision and oversight of MIF's leased personnel shall not conflict with any personnel policies and procedures adopted by the employer of such leased personnel.

#### **Major Duties and Responsibilities:**

1. Provides supervision, oversight, management and advice to all personnel of MIF regarding efficient and competent imaging procedures and techniques necessary to produce and maintain quality services.
2. Manages all day-to-day operations to assure the efficient and effective performance of high quality diagnostic and therapeutic services including those for MRI, PET/CT, Diagnostic Radiology, DEXA, Mammography, Ultrasound, CT Scan, Interventional Radiology, Radiology support services, and other services as may be required.
3. Consistently demonstrate a commitment of quality service to MIF's patients and their families, the community, the physicians, and MIF Associates.
4. Demonstrates a high degree of knowledge and understanding of imaging services and activities, organizational management and technological performance.
5. Manages the employment functions for non-physician staff positions. This includes responsibilities for the selection, retention, orientation, training, competency assessment, performance development and termination of employees as needed.
6. Serves as a resource to Administration regarding staffing issues and the scheduling of human and materiel resources. Assures staff and patient scheduling is adequate to meet the needs of the customers and community.
7. Develops and empowers staff to the benefit of the individual and the corporation. Encourages and provides for ongoing educational activities, in-services and other opportunities for both personal and professional growth.
8. Maintains positive and effective work relationships / communications with all healthcare team members. Collaborates to resolve conflicts promptly and to continuously improve services and increase efficiencies between modalities within the facilities

9. Serves as a liaison to staff, administration, radiologists, the medical staff, the facilities, organization, other health care providers, facilities, consultants, vendors and customers.
10. Supports the A/R activities of all facilities, assuring that all billing information is supplied accurately, completely and in compliance with all federal, state, and locally mandated policies.
11. Develops, implements and monitors policies, procedures and standards to ensure efficient and effective operations, integration with other departments and services, and in compliance with all organizational, professional and regulatory requirements.
12. Creates an environment that promotes excellence in clinical practice and exceptional customer satisfaction. Fosters and promotes professionalism, positive interactive behavior, team building and open and frequent communications with all customers. Collaborates with other departments and customers to solve problems, coordinate activities and facilitate organizational change.
13. Develops and manages the capital budgets for all facilities.
14. Participates and supports the development and implementation of new programs, services and equipment.
15. Develops and manages the operating budget for all facilities in a manner that optimizes gross margins while providing quality diagnostic and therapeutic services. Monitors operating statistics on an ongoing basis to ensure adherence to the budget.
16. Evaluates and resolves quality or performance issues in a timely manner.
17. Prepares and presents clinical and administrative reports to MIF's Managers Committee to accurately reflect facility operations and processes.
18. Assists in developing and implementing strategic planning for Imaging Services that facilitates ongoing operations while integrating professional, clinical and technical changes.
19. Is responsible for the implementation and monitoring of safety and infection control plans, radiation safety programs and ongoing performance improvement activities.
20. Assists in maintaining compliance with all regulatory and accreditation agencies for the Facility including: ICAVL, ACR, ICANL, CLIA, OSHA, Virginia Department of Health and others when appropriate, including direction of regulatory and professional accreditation preparation for inspections.
21. Oversees staff education regarding the facilities Corporate Compliance Program and serves as a resource to its importance.
22. Assures that all communication technologies in both facilities are used in accordance with HIPAA standards.

**Qualifications:**

1. Position requires a Bachelors Degree, Business Administration or Healthcare Administration preferred.
2. Requires experience or registry in Radiologic Technology by the ARRT or an appropriate credentialing agency such as the RDMS (Ultrasound) or CNMT (Nuclear Medicine).
3. Four years relevant supervisory or leadership experience required.
4. Proficiency in MS Office
5. Excellent communication skills, both verbal and written.
6. Proven ability to work independently in a professional manner.
7. Ability to manage varying workloads in a fast paced environment.

# **EXHIBIT 4**

## RADIOLOGY SERVICES AGREEMENT

This Radiology Services Agreement ("Agreement") is made and entered into on June 6, 2019 by and between RADIOLOGIC ASSOCIATES OF FREDERICKSBURG, LTD., a Virginia corporation ("RAF") and MARY WASHINGTON HOSPITAL, INC., a Virginia non-stock corporation ("Hospital").

WHEREAS, the Hospital operates a general acute care facility located in Fredericksburg, Virginia, which provides diagnostic and interventional radiology services ("Specialty"); and

WHEREAS, the Hospital also owns and operates a freestanding emergency department of the Hospital ("FSED") at 10401 Spotsylvania Avenue, Fredericksburg, Virginia 22408; and

WHEREAS, it is in the best interests of the community for the Hospital to operate as efficiently and as effectively as possible; and

WHEREAS, RAF is engaged in the business of providing licensed, qualified and experienced physicians for the rendition of radiological service; and

WHEREAS, the Hospital desires to continue making a full range of services available for patients on a 24-hour basis; and

WHEREAS, RAF desires to contract with the Hospital to continue to provide 24 hour a day, 7 days per week physician coverage for the Department (as hereinafter defined); and

WHEREAS, the Hospital wishes to contract with RAF on a preferred provider basis for the purposes and upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and obligations herein contained, the parties hereby agree as follows:

### **1. Term of Agreement.**

This Agreement shall commence on July 1, 2019 (the "Commencement Date") and extend through June 30, 2023 (the "Initial Term"), unless earlier terminated in accordance with the other provisions of this Agreement. This Agreement shall automatically renew for up to two (2) additional two-year periods ("Renewal Terms") upon the expiration of the Initial Term in the event that written notice of non-renewal is not received by either party at least one hundred eighty (180) days prior to the expiration of the then current term.

### **2. Hospital Responsibilities.**

- (a) *Premises.* RAF shall without cost or hindrance have full use of the facilities of the Department of Radiology (the "Department") necessary for RAF to perform duties under this Agreement. The Hospital shall be responsible for

all repairs and maintenance of the premises, and RAF is not in any way obligated for their upkeep.

(b) Equipment. The Hospital shall at its sole expense, provide space, equipment, supplies (both medical and office), furniture, fixtures, and other items reasonably necessary for RAF to fulfill its obligations under this Agreement and for the efficient operation of the Department as agreed upon by the parties from time to time. The Hospital shall consult with the Medical Director of the Department regarding decisions which affect the selection and furnishing of particular facilities, equipment, and supplies, but the Hospital shall make the final determination regarding these purchases.

(1) The Hospital shall be responsible for all repairs and maintenance of the medical equipment, provided that RAF shall give the Hospital notice of any needed repairs or maintenance known to RAF.

(2) In the event that any item of the medical equipment becomes unfit for service or otherwise unusable, or in the event the repairing and maintaining of any item of the medical equipment becomes significantly more expensive, because of age, wear or obsolescence, as determined solely by the Hospital, the Hospital will repair or replace same, after consultation with the Department's Medical Director.

(c) Personnel. The Hospital shall provide licensed nurses, non-physician technologists and assistants and such other personnel as the Hospital may in its sole discretion, after consultation with the Department's Medical Director, deem necessary for the efficient operation of the Department and as necessary for RAF to meet its billing needs. It is mutually agreed and understood that these personnel shall be employees of the Hospital. Notwithstanding the foregoing, RAF shall have the right to employ and utilize in the provision of services hereunder its own advanced clinical practitioners (physician assistants and nurse practitioners). In all cases, the technical and nursing components of the service will be within the sole discretion of the Hospital.

(d) Billing.

(1) The Hospital shall provide information in an appropriate and compatible electronic format reasonably necessary to initiate RAF's billing process in a timely and efficient manner.

(2) The Hospital and RAF shall use reasonable efforts in good faith to effectively reduce the self-pay bad debts for the mutual and independent billings of services. As part of such efforts, the Hospital and RAF will collaborate to: (i) to facilitate the exchange of accurate

demographic and billing information to RAF, (ii) to improve the Hospital and RAF operating procedures for capturing accurate and timely billing information; and (iii) to identify any methods which are in compliance with all applicable laws that increase collections of co-payments, deductibles, and percentages of professional fees.

- (e) Organizational Status. Radiology is a medical division within the Hospital under the department of Diagnostic and Support Services.
- (f) Appropriate Use. Hospital agrees that, beginning on January 1, 2020, Hospital will require its emergency department physicians to use a clinical decision support mechanism to consult appropriate use criteria (AUC) to assure the medical appropriateness of all non-emergent orders for advanced diagnostic imaging studies (MRI, CT, PET, and nuclear medicine), regardless of payer type, originating from the Hospital emergency department.

### 3. Duties of RAF.

- (a) Commitment to Service. Physicians of RAF will provide services in the Department pursuant to this Agreement and shall be referred to as Physicians or Physician. The qualifications of the Physicians must be in accordance with Section 5 of this Agreement.
- (b) Coverage. RAF agrees to provide the following Preferred Provider services to Hospital during the term of this Agreement:
  - (i) Professional Medical services for diagnostic and interventional radiology, computerized tomography, nuclear medicine, ultrasound, magnetic resonance imaging, positron emission tomography (PET) and image guided interventional and therapeutic procedures, including future preferred provider technology as requested by Hospital.
  - (ii) Assist with the direction and supervision of the Department's quality assurance function, the provision of adequate control of procedures performed so as to ensure the accuracy of work done, and the introduction of new and different procedures as reasonably requested by Hospital.
  - (iii) Conduct and staff the department in such manner that the Department will have sufficient physician coverage available at all times. RAF shall provide physician coverage seven (7) days a week, twenty-four (24) hours a day. It is understood and agreed by the parties that RAF shall be responsible for ensuring that, at all times during the term of this Agreement, the level of coverage and

timeliness of response shall comport with the scope of services offered by the Hospital from time to time and recognized standards of care.

- (iv) Provide physician coverage to Hospital patients at the FSED or the Imaging Facility or in some other location as mutually agreed upon by Hospital and RAF twenty-four (24) hours per day, seven (7) days per week, with the understanding that RAF will not be physically present at the FSED or Imaging Facility on Holidays, or outside the hours of 0800 to 1700, Monday through Friday.
- (v) Perform routine and reasonable functions as requested and mutually agreed upon by the members of the Medical Staff, the Administration of the Hospital, and RAF. Such activities shall include, but not be limited to, participation in the activities of the Committees of the Medical Staff and promotion of improved standards of care at the Hospital.
- (c) Service Value. RAF shall cooperate, participate, and promote changes in services that assist in the increased efficiency, safety, quality, customer service and cost control initiatives of the Hospital.
- (d) Disposition of Patients. Disposition of Patients requiring services shall be handled in accordance with the Bylaws of the Medical Staff, and the Rules and Regulations of the Department and shall fully comply with applicable federal and Virginia law as well as applicable standards of The Joint Commission (“Joint Commission”).
- (e) Physician Performance Parameters. RAF and its Physicians will provide the physician services described above in accordance with the performance parameters described within Exhibit A, which is attached hereto and is incorporated by reference. RAF’s failure to meet the Performance Parameters shall constitute a material breach of the Agreement, subject to cure during the Cure Period pursuant to Section 10(a).
- (f) Performance Review and Accountability. Physicians shall be under the purview of the Executive who is vested with the primary oversight responsibilities over RAF’s physician services under this Agreement (the “Lead Executive”), as designated by Mary Washington HealthCare’s (“MWHC”) Chief Executive Officer. RAF shall have reasonable access and representation to the Medical Executive Committee. RAF shall at all times devote its highest attention and best efforts to fulfilling the requirements of this Agreement. For purposes of this agreement, Administrative Responsibilities shall include:

- (i) Attending departmental, Hospital and medical staff meetings,
  - (ii) Representing RAF in multi-disciplinary meetings,
  - (iii) Participating in the clinical and operating review, analysis and planning of the Department of Radiology,
  - (iv) Participating in the review and preparation for regulatory inspections,
  - (v) Meeting with Departmental and Hospital personnel as needed to ensure efficient and effective delivery of services,
  - (vi) Evaluating clinical and technical protocols to ensure compliance with standards of care,
  - (vii) Participating in the budget process,
  - (viii) Participating in other duties as agreed to by the Hospital and RAF,
  - (ix) Resolving patient and customer conflict in conjunction with the Hospital, and
  - (x) Resolving any and all behavioral issues with members of RAF in conjunction with the Hospital.
- (g) Individual Physician Covenants. RAF shall have the continuing obligation to ensure that all Physicians providing services pursuant to this Agreement, prior to providing services hereunder, execute an appropriate consent acknowledging such individuals' consent to the terms of this Agreement. Such acknowledgments shall be in the form of Exhibit B, attached hereto, and shall be provided by RAF to Hospital prior to any such Physician providing services hereunder. In addition, RAF shall promptly upon execution, provide each of its Physicians, now or subsequently associated with RAF, an executed copy of this Agreement and shall require each such Physician to acknowledge receipt of such to the Hospital in writing.
- (h) Medical Records. All reports and records within the Department shall be the property of the Hospital and shall be considered and treated as the Hospital's records. RAF shall at all times have reasonable access to these records.
- (i) Compliance Program.
- (i) RAF acknowledges that the Hospital and its corporate affiliates have adopted a formal corporate compliance program ("Compliance Program") designed to ensure that the Hospital and all of its employees and contractors comply with applicable laws, including but not limited to, federal and state health care fraud and abuse laws.

- (ii) RAF and Hospital each represents and warrants as follows throughout the Term of this Agreement:
  - (A) It currently is in compliance with applicable laws including, but not limited to, federal and state health care fraud and abuse laws;
  - (B) It is not a target or subject of a federal or state criminal, civil, or administrative investigation;
  - (C) It is not a party to a criminal, civil or administrative action or proceeding concerning a potential violation of laws including, but not limited to, federal or state health care fraud and abuse laws; and
  - (D) It currently is not excluded, debarred, or suspended from participating in any federal or state health care program or other federal or state program.
- (iii) During the term of this Agreement, RAF and Hospital each shall conduct its business in compliance with (a) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (b) the Code of Conduct (“Standards”) adopted by Hospital, and (c) the Hospital’s compliance policies and procedures adopted as part of the Compliance Program.
- (iv) During the term of this Agreement, the Hospital further shall conduct its business in material compliance with all applicable laws including, but not limited to, (a) federal and state health care fraud and abuse laws related to the services provided under this Agreement, (b) the Standards related to the services provided under this Agreement, and (c) the Hospital’s compliance policies and procedures adopted as part of the Compliance Program and related to the services provided under this Agreement.
- (v) During the term, RAF and Hospital each shall promptly notify the other party in writing in the event that it or any of its partners, employees, or agents (a) ceases to conduct its business in compliance with (i) all applicable laws including, but not limited to, federal and state health care fraud and abuse laws, (ii) the Standards, or (iii) the Hospital’s policies and procedures adopted as part of the Compliance Program, (b) becomes the subject or target of a federal or state criminal, civil, or administrative investigation, (c) becomes a party to a criminal, civil, or administrative action or proceeding concerning a potential violation of any laws including, but not

limited to, federal or state health care fraud and abuse laws, or (d) is excluded, debarred or suspended from participation in any federal or state health care program or other federal or state program.

- (vi) RAF and Hospital each agrees to defend, indemnify and hold the other party harmless from, any damages, fines, penalties or other costs (including, but not limited to, reasonable attorneys' fees) that are incurred by or imposed upon the non-indemnifying party as a result of (a) any material inaccuracy in the representations and warranties of the respective party set forth in this Section, or (b) the party's failure to comply with its duties and obligations under this Section 3(i).

#### **4. Medical Director of the Radiology Department.**

RAF shall designate a duly qualified Physician to serve as Medical Director of the Radiology Department ("Department") to be responsible for the proper management of the Department. The Medical Director (i) must meet the qualifications described in Section 5 of this Agreement, and (ii) must be approved by the Hospital, which approval shall not be unreasonably withheld. If (a) the Medical Director fails to meet the qualifications described within Section 5, or (b) the Hospital, in its sole discretion, requests removal of the Medical Director for cause, RAF shall nominate a new Medical Director in accordance with the above-referenced procedures. The Medical Director shall have the duties described within Exhibit C of this Agreement. The Medical Director shall submit to the Hospital a monthly report (the "Monthly Report") evidencing hours worked and duties performed in a form substantially similar to Exhibit D, which is attached hereto and incorporated herein by references. The Monthly Report shall only include reasonable administrative duties of the Medical Director and may not include clinical services or travel time. The Hospital's receipt of the signed Monthly Report shall serve as a representation by the Medical Director that the Monthly Report is accurate, complete and complies with the Agreement; and shall serve as a condition precedent to Hospital's obligation to compensate RAF for Medical Director services performed during such month. The Medical Director shall provide the Hospital with the Monthly Reports no later than ten (10) business days following the end of the month to which it applies. In the event RAF fails to submit a completed and signed Monthly Report to Hospital within thirty (30) days following the completion of services reported on such report, RAF will have irrevocably waived any right to payment under this Agreement for such services. For the services described in paragraph, Hospital will compensate RAF at an hourly rate of Three Hundred Thirty-One and 00/100 Dollars (\$331.00) based upon Monthly Reports signed and timely submitted by RAF in accordance with this paragraph. In no event shall the annual aggregate amount of fees payable by the Hospital for services rendered pursuant to this paragraph exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00). The hourly rate of compensation and the annual aggregate amounts of fees payable shall be at Fair Market Value and evaluated periodically, but not later than by June 30, 2021, to ensure that they are consistent with Fair market Value using a mutually accepted third-party reference such as the Medical Group Management Association.

**5. Qualifications of Physicians.**

- (a) No Physician employee or independent contractor of RAF shall render services pursuant to the terms of this Agreement unless such Physician meets and continues to meet all of the following terms and conditions:
  - (i) The Physician shall meet all reasonable educational and licensing requirements prescribed by the Hospital and any association of which the Physician is a member by reason of a specialty designation.
  - (ii) The Physician applies for, is granted, and continues to maintain Staff Privileges at the Hospital. The ultimate authority to grant privileges shall be vested in the Board of Trustees (the "Board") of the Hospital with due consideration given to the findings and recommendations of the Credentialing Committee.
  - (iii) The Physician complies with applicable Medical Staff policies, standards and regulations of the Hospital, as from time to time established.
  - (iv) The Physician faithfully and diligently performs on RAF's behalf its duties and obligations hereunder.
  - (v) The Physician maintains his or her Virginia medical license without restriction or limitation and maintains his or her federal narcotics number to the extent such number is needed by such Physician to render services under this Agreement, and has not been indicted for or convicted of any crime related to the practice of medicine or disciplined by any medical professional association where such disciplinary action results in the imposition of any sanction that impairs the Physician in respect of his provision of services on behalf of RAF hereunder.
  - (vi) This Physician is credentialed in accordance with the Bylaws of the Medical Staff, and the Rules and Regulations of the Department and maintains the appropriate medical staff appointment and privileges.
- (b) RAF will notify the Hospital within three (3) business days of the knowledge of occurrence of any of the events or circumstances described in 5(a) and shall promptly remove such Physician from providing services pursuant to this Agreement.
- (c) RAF agrees that if at any time the Hospital reasonably believes, consistent with its standard physician review policies and procedures, that a Physician's conduct is detrimental to the Hospital's reputation, character or

standing or to the efficient and effective provision of radiology services, the Hospital may notify RAF and such Physician in writing of such determination. If, in the exclusive discretion and judgment of the Hospital the Physician's conduct does not improve within fifteen (15) days of the Physician's receipt of this notice, Physician acknowledges and agrees that Hospital shall have the right to immediately remove the Physician from services at the Hospital pursuant to this Agreement without recourse by the Physician.

**6. Medical Staff Privileges.**

If this Agreement expires or is non-renewed or terminated for any reason, each Physician will be deemed to have voluntarily resigned from the Medical Staff of the Hospital and will relinquish all clinical privileges at the Hospital within one business day of expiration or termination of the Agreement or upon Physician's completion of clinical documentation and patient care in progress at the time of the expiration or termination of the Agreement, whichever occurs first, unless otherwise expressly agreed to by the Hospital in writing. Upon termination or expiration of the Agreement, each Physician expressly and unconditionally waives any and all rights to any challenge or review of such voluntary resignation from the Hospital medical Staff., However, if RAF is advised by Hospital that the Agreement expiration or termination is based in whole or in part upon a Physician's alleged professional incompetence or unprofessional conduct and the Physician's associated voluntary resignation from the Medical Staff is reportable to the National Practitioner Data Bank or the Virginia Department of Health Professions, that Physician will be offered the fair hearing rights set forth in the Medical Staff Bylaws solely for the purpose of attempting to establish that his or her challenged professional competence or conduct met the standards set forth in the Medical Staff Bylaws, Rules and Regulations, and policies. Any required report by the Hospital shall be submitted and/or updated following the final decision of the Board of Trustees. Regardless of the final decision of the Board of Trustees, RAF and the Physician agree the Physician shall not be eligible to retain Medical Staff membership or privileges following expiration or termination of the Agreement and the expiration or termination of the Agreement shall remain unchanged. The parties further agree that the fact and entirety of the peer review privileged hearing and appeal process shall not be admissible in any civil or administrative action whatsoever. Each Physician shall not apply to the Medical Staff or for privileges at the Hospital for a period of one year after the expiration or resignation takes effect, unless otherwise expressly agreed to by the Hospital in writing. Prior to providing services under this Agreement, RAF shall require that all Physicians agree to the foregoing terms in writing by executing the Physician Acknowledgement attached hereto as Exhibit B.

**7. Billing.**

- (a) RAF Billing. RAF agrees, at its expense, to bill patients or their medical insurers for professional services furnished by RAF. It is expressly understood that these fees ("professional fees") and the monies generated thereby belong to, and are the property of, RAF. The professional fees charged by RAF shall be the usual and customary charges for the particular services rendered. RAF will reasonably honor the requests of the Hospital

that a bill for Physician's services in the Department shall not be sent in cases involving sensitive patient relations in which the Hospital is not submitting a bill. RAF will provide the Hospital with a copy of its fee schedule detailing its charges upon request and shall notify the Hospital thirty (30) days prior to any increase in its charges.

- (b) Hospital Billing. The Hospital shall, at its expense, bill patients for the use of Department facilities, equipment, supplies and support services provided by the Hospital; it is expressly understood that these fees and the monies generated thereby belong to, and are the property of, the Hospital. Hospital will reasonably honor the requests of RAF that a bill for Hospital's services in the Department shall not be sent in cases involving sensitive patient relations in which RAF is not submitting a bill.
- (c) Taxes. RAF understands and agrees that the Hospital shall not withhold on behalf of RAF, or any Physician of RAF pursuant to this Agreement, any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to the RAF or any physician of RAF under this Agreement any of the benefits afforded to employees of the Hospital. Each and every one of such payments, withholdings, and benefits, if any, are the sole responsibility of the RAF. RAF shall indemnify and hold the Hospital harmless from any and all liability relating to withholdings and benefits with respect to RAF, if any. In the event the United States Internal Revenue Service should question or challenge, in writing, the independent contractor status of this Agreement, the parties hereto mutually agree to try to arrange for both RAF and the Hospital to have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service, even if said party did not initiate such discussions or negotiations and each party shall notify the other in writing and, in advance, of any planned meeting or discussion.

## **8. Independent Relationship.**

It is mutually understood and agreed that RAF, its Physicians, other healthcare providers employed by RAF and the Hospital are at all times acting and performing as independent contractors. Neither RAF, nor its Physicians, nor other healthcare providers employed by RAF shall be entitled to the benefits provided by the Hospital to its employees including, but not limited to, group insurance or pension benefits. The Physicians or other healthcare providers employed by RAF may be employees or independent contractors of RAF. RAF and the Hospital shall make every reasonable effort to communicate to patients the independent contractor status of RAF, its Physicians, and other healthcare providers employed by RAF with regard to the Hospital. The Hospital shall neither have nor exercise any control or direction over the methods by which the Physicians and other healthcare providers employed by RAF practice or perform their profession except insofar as the Physicians and the other healthcare providers employed by RAF are subject to the applicable Medical Staff Bylaws and the Department Rules and Regulations.

9. **Insurance and Managed Care Organization/Participation.**

- (a) Professional Liability Insurance. RAF shall maintain adequate professional liability insurance on a continuing basis for RAF and each other Physician providing services under this Agreement, with the limits of liability not less than \$2,350,000.00 per claim (or such higher amount not less than the greater of (i) the insurance required for active members of the Hospital's Medical Staff pursuant to the Hospital Medical Staff Bylaws, as amended from time to time; or (ii) the maximum limit of liability for health care providers under Virginia Code section 8.01-581.15, or other similar legislation) and annual aggregate limits of three times the per claim or per occurrence for RAF and each of its Physicians. RAF shall provide the Hospital upon the Commencement Date with certificates of insurance evidencing such coverage and requiring that the Hospital be notified thirty (30) days in advance of any cancellation, termination, modification, or non-renewal thereof. RAF shall immediately notify the Hospital in the event that the foregoing insurance on it or any of its employees or Physicians has been cancelled, reduced, discontinued or non-renewed. In the event RAF, or any other Physician providing services hereunder, purchases a claims-made policy, upon the termination or expiration of this Agreement, or, as to an individual Physician's termination of his/her services hereunder, RAF shall purchase, and ensure that each such Physician purchases, a reporting endorsement, evidenced by a certificate of insurance as described above, covering claims arising out of the duties hereunder but not reported during the term of this Agreement, or provide other evidence of insurance covering such claims which the Hospital in its sole discretion deems satisfactory. The Hospital may terminate this Agreement immediately upon notice to RAF if RAF fails to maintain or obtain the above insurance coverage and/or may prohibit any Physician from providing services under this Agreement who fails to maintain or obtain the above insurance. RAF agrees to require each Physician who provides services hereunder, now and in the future, to covenant individually as a condition of employment and for the benefit of the Hospital to comply with the individual requirements of this section, and RAF shall require each Physician to execute a written acknowledgement of this condition in the form of Exhibit B.
- (b) RAF Workers Compensation Coverage. RAF as an independent contractor is responsible with respect to its employees for workmen's compensation insurance, federal and state taxation, social security taxes and other governmentally-mandated insurance.
- (c) Participating Provider. RAF shall execute such agreements as may be necessary to become or remain a participating provider in the Federal Medicare Program, the Virginia Medicaid Program, and such other third-party reimbursement programs as the Hospital and RAF may, from time to time, mutually agree to participate. RAF shall be an active

member/participant of the local managed care organization ("MCO") of which the Hospital participates, including but not limited to Mary Washington Health Alliance, LLC. RAF shall participate in all health plans in which the Hospital is a participant as agreed to by Pinnacle Health, or its successor. RAF and the Hospital agree to work jointly when negotiating with third party payors. The parties agree that RAF shall be fully involved in negotiations involving the provision of RAF provided care and hospital-based coverage. RAF agrees to participate fully in the negotiation process. RAF will notify the Hospital in the event that RAF fails to come to terms with the third-party payor. RAF will provide the Hospital with a copy of the final rejected offer. The Managed Care Department of Hospital will determine if the offer was market competitive. If the Hospital Managed Care Department determines that the third-party payer offer to RAF is market competitive, RAF will accept the offer or have the option to submit the offer to the Contracting Committee of the MCO for final determination. If the Contracting Committee reasonably determines that offer is market competitive, RAF has the right to exercise the following option: RAF and Hospital will submit the proposed agreement to a mutually agreed upon party who will use actuarial data based on the Fredericksburg and competitive markets, including the Northern Virginia market, and including comparative data for radiologic services in facilities of comparable acuity levels in both Inpatient and Emergency Department patients, for review and final determination within sixty (60) days. Both parties will abide by the recommendations of the consultant. The cost of the independent consultant will be shared equally by both parties.

- (d) Non-Discrimination. RAF shall ensure that services are provided to any patient, regardless of that patient's race, religion, marital status, disability, insurance status, Medicare or Medicaid eligibility, or ability to pay. RAF shall coordinate the care of patients with existing programs and services.
- (e) Coding and Format of Billing. All billing and collection by RAF shall be processed in a manner that supports the coding, billing, medical records, and claims processing formats, policies and procedures of the Hospital. RAF shall in all instances be responsible for the accuracy and completeness of the information provided to Hospital for purposes of billing and collection. RAF represents and warrants to Hospital that at all times during the Term of this Agreement all such billing and collection information shall be complete and accurate. All billings for services rendered hereunder shall comply with all applicable laws, regulations and the terms of third-party payer agreements, including Medicare and Medicaid. All references in this paragraph to "Hospital" as the billing entity shall mean "Hospital or its designee or assignee." The terms of this Section 9(e), including without limitation RAF's representation and warranty described above, shall survive any cancellation, expiration, or termination of this Agreement for services provided hereunder during the term of this Agreement.

- (f) Assignment. RAF agrees to accept the negotiated Assignment on patients covered under this Agreement.
- (g) Notice. In the event that either party becomes aware of any written claim arising out of the performance of duties related to this Agreement, each party has a duty to provide the other with written notice containing the particulars sufficient to identify the alleged incident and the names of available witnesses. A claim shall include, but not be limited to, a complaint about care, a demand for money, or a motion for judgment.
- (h) Charity Care and Injury to Patients. As requested by Hospital, RAF, and its Physicians, shall participate in Hospital's financial assistance policies for the services provided hereunder; provided, however, such participation shall not reduce the compensation otherwise payable to Contractor by Hospital pursuant to this Agreement. If a patient claims, or the Hospital believes a patient may claim, that the Hospital is responsible for injury to them, the Hospital may at its option, send an informational bill to the patient, and Hospital may not actively attempt to collect on such amounts until the claim or potential claim is resolved by the Hospital. RAF and the Hospital agree that, to the extent their interests are not adverse, they will use reasonable efforts to coordinate their responses to patients who claim or may claim injury resulting from the provision of services hereunder.
- (i) Management of Claims. Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties shall cooperate with each other in investigating, defending or prosecuting incidents involving potential claims arising out of or in connection with the services provided under this Agreement or any right of contribution or indemnity against any person or organization who may be liable to either of the parties. This section shall be without prejudice to the ability of each party to determine its respective litigation strategies and defenses and to the prosecution of any claims which either party may have against the other and shall not require cooperation in the event of such claims.

## 10. Termination.

- (a) Material Breach. If any party shall default in the performance of any of its material obligations hereunder (other than default in the standards which involve the health, treatment or safety of a person) and such default shall continue and not be corrected within sixty (60) days (the "Cure Period") after receipt of written notice of such default from any other party, in such event the non-defaulting party may at its option terminate this Agreement by delivery of written notice before the effective date of termination. The parties each acknowledge that time is of the essence in correction of a breach. Notwithstanding the opportunity to cure, if a breach is cured within

the Cure Period, but the same or a substantially similar breach thereafter is committed a second time by the same party within the then current term of this Agreement, then the non-breaching party may immediately terminate this Agreement without any further Cure Period being afforded. RAF shall take immediate action to prohibit the breaching party from providing future services under the Agreement, if the breach is committed by RAF-provided personnel. Hospital may terminate this Agreement immediately in the event RAF is suspended or excluded from any federal healthcare program, as defined within 42 U.S.C. Section 1320a-7b(f). RAF may terminate this Agreement immediately in the event Hospital is suspended or excluded from any federal health care program.

- (b) Medical Cause. A default, as determined by the Lead Executive, by either party with respect to medical standards which threatens materially to harm the health, treatment or safety of any person shall be corrected within twenty-four (24) hours of receipt of written notice thereof provided by the other party, with written confirmation of the corrective actions taken to be provided within an additional seventy-two (72) hours. In the event of failure to correct that default, this Agreement may be terminated immediately at the option of the non-defaulting party by giving notice of its intention to terminate. The determination of the failure to correct the default shall be made by either the Medical Affairs Committee or by the Board of Directors, whichever is applicable. RAF shall take immediate action to prohibit the breaching party from providing future services under the Agreement, if the breach is committed by RAF-provided personnel.

## 11. Indemnification.

RAF agrees to indemnify and hold the Hospital harmless from and against any claims, loss or damages arising out of or related to its performance hereunder or arising out of or related to the professional services provided by RAF's Physicians or other healthcare providers employed by RAF, whether acting as RAF's employees or sub-contractors in the course of their performance of RAF's duties under this Agreement. Such indemnification shall also include reasonable attorney's fees and costs. The Hospital agrees to indemnify and hold RAF harmless from and against any claims, loss or damages (including reasonable attorney's fees and costs) arising out of or related to the professional services provided by the Hospital's employees hereunder, or arising out of or related to the premises of the Hospital, the Hospital's equipment, and any other equipment/facilities of the Hospital; provided that such indemnification shall be limited by the amount of liability that would have been incurred by Hospital in a direct action, asking all possible mitigating defenses available, including, but not limited to the limitation of liability for health care providers under Virginia Code section 8.01-581.15 and charitable immunity.

## 12. Government Provisions.

- (a) Medicare Access to Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, RAF shall make

available, upon written request, to the Secretary of the Department of Health and Human Services, or upon request to the Comptroller General, or any other duly authorized government representatives having jurisdiction, this Agreement, and books, documents and records of RAF that are necessary to certify the nature and extent of the costs incurred by the Hospital with respect to the services furnished by RAF hereunder. Further, if RAF carries out any duties hereunder with a related organization, RAF shall include the above provision in any contract with the related organization, in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499). Notwithstanding the forgoing nothing in this Agreement will constitute a waiver of the Hospital's or RAF's right to assert the attorney client privilege or any other protection from disclosure available to the Hospital or RAF.

- (b) Exclusion from Federal Healthcare Programs. RAF warrants and certifies that neither RAF nor any Physician has been excluded from participation in any state or federal healthcare program including, but not limited to, Medicare, Medicaid and Tricare/CHAMPUS. RAF shall indemnify and hold Hospital harmless from any liability or civil money penalties arising out of failure to properly notify system or such exclusion. In the event that such exclusion occurs during the term of this Agreement, RAF agrees to immediately dismiss the excluded Physician from providing service under this Agreement. RAF shall notify Hospital of any exclusions, adverse actions or any basis therefore related to such programs within ten (10) days of its learning of any such exclusions/adverse actions or any basis therefore.
- (c) Compliance with Applicable Laws, Regulations, Rulings and Standards. The parties hereto agree to comply with all standards and amendments thereto, of all entities which govern, regulate and/or accredit the parties hereto, including, but not limited to, federal, state and local government agencies, and the Joint Commission. In addition, the billing information to be provided to RAF by the Hospital, under Section 2(d) above, shall be provided in a standard Hospital format in a manner consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations in effect at the time or amended hereto. In the event that, at any time, either party to this Agreement has a good faith concern that any provision of this Agreement or any activity of the other party relating to this Agreement is in violation of any applicable federal, state or local laws or any regulation, revenue procedure or ruling, order or policy issued (including those related to tax-exempt organizations) under any such laws, such party shall immediately notify the other party, in writing, of such concern or the specific activities giving rise to such concern and the reasons for such concern. If the parties agree on a method of resolving such concern within ten (10) days of the written notice and reasonable steps are taken, in the judgment of the party giving notice, to correct the activities or concerns described in the notice, the Agreement shall continue in full force and effect. If the parties cannot agree on a method of resolving the concern, the matter

shall be submitted to a mutually selected single arbitrator who shall (1) make a determination of the legality of the provision of the Agreement or activity in question; and (2) if the provision or activity is determined to be illegal, either (A) structure an amendment to the Agreement to eliminate the illegal provision or activity and leave the parties as nearly as possible in the same economic positions they would have been in under the original terms of the Agreement, or (B) if the illegal provision or activity is so fundamental that revision and continuation of the Agreement is not feasible, structure a termination of this Agreement that will return the parties as nearly as possible to the economic positions they would have been in had they not entered into the Agreement without altering in a material way the economic benefits realized during the period the Agreement was in effect.

- (d) Protected Health Information. RAF, its Physicians, employees, and agents shall maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. All title to medical records, charts, and patient files and data shall be and remain the sole property of Hospital. Notwithstanding any provision herein to the contrary, RAF acknowledges and agrees that neither it, nor its Physicians, employees, or agents shall receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. RAF agrees that the Protected Health Information shall only be used by RAF, its Physicians, employees, and agents for the purposes of performing pursuant to this Agreement and shall not be used by RAF for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof.

- (i) RAF, its Physicians, employees and agents will:
- (1) Not use or disclose any Protected Health Information other than as permitted or required under this Agreement or as required by law;
  - (2) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information except use or disclosure specifically permitted pursuant to this Agreement;
  - (3) Report to the Hospital any use or disclosure of the Protected Health Information not provided for under this Agreement of which RAF, its Physicians, employees, and agents become aware;
  - (4) Ensure that any Physicians, agents, or employees of RAF, including any permitted subcontractors, to whom RAF (by

- or through its Physicians, agents, or employees) provides the Protected Health Information received from, or created or received by the RAF on behalf of the Hospital, agrees to the same restrictions and conditions that apply to RAF with respect to such information;
- (5) Shall make available Protected Health information in accordance with 45 CFR § 164.524, or any similar provision, as amended and in effect from time to time;
  - (6) Make available Protected Health Information for amendment and incorporate any amendments into the Protected Health Information maintained by RAF, its Physicians, agents, or employees in accordance with 45 CFR § 164.526, or any similar provision, as amended and in effect from time to time;
  - (7) Make available the Protected Health Information required to provide an accounting of any disclosures in accordance with 45 CFR § 164.528, or any similar provision, as amended and in effect from time to time;
  - (8) Make available its internal practices, books and records relating to the use and disclosure of Protected Health Information received from or created or received by RAF, its Physicians, agents, and employees on behalf of the Hospital to the Secretary of Health and Human Services for determining compliance with applicable regulations;
  - (9) At termination of this Agreement, return all Protected Health Information received from, or created or received by RAF, its Physicians, agents, and/or employees on behalf of the Hospital in any form and retain no copies of such information;
  - (10) Comply with the following security standards:
    - a. Implement administrative, physical and technical safeguards (as defined under 45 CFR § 164.304) that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Hospital as required by this subpart Ensure that any agent, including a subcontractor, or to whom RAF provides Protected Health Information agrees

to implement reasonable and appropriate safeguards to protect the Protected Health Information;

- b. Report to the Hospital any security incident (as defined within 45 CFR § 164.304) of which RAF become aware; and
  - c. Comply with any and all other standards required for business associates in connection with HIPAA and all rules and regulations promulgated thereunder;
- (11) Comply with all further legal requirements affecting use and disclosure of the Protected Health Information, including, without limitation, any applicable requirements of 45 CFR § 164.504, et seq.
- (ii) RAF shall notify all Physicians and employees of their obligations pursuant to this Section 12(d), and upon request of the Hospital, shall require all such Physicians and employees to execute an agreement acknowledging their obligations hereunder.
- (e) Selecting an Arbitrator. The parties hereby agree to submit any dispute arising under Section 12(c) of this Agreement to mediation under the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. If any dispute is not resolved by mediation within two days, the dispute shall be submitted to arbitration in accordance with the Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The same person shall serve both as mediator and as the arbitrator.

Amendment. Notwithstanding Section 12(c) or any other provision herein, in the event Medicare, Medicaid, or any third party payor, managed care, or any federal, state or local laws, rules, regulations, or authoritative interpretations thereof at any time during this Agreement prohibit or restrict or in any way substantially change the method or the amount of reimbursement or payment for services under this Agreement, this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction or limitation. Should there be disagreement over the applicability of this subsection (f), the parties shall follow the mediation/arbitration procedures described in this Section 12 to resolve that disagreement, provided first that the payment of compensation is adjusted to be in a manner consistent with any such prohibition, restriction or limitation. If the Agreement is not amended prior to the effective date of such prohibition, restriction, or limitation, either party shall have the right to terminate this Agreement upon one hundred-eighty (180) days prior written notice,

provided that the terminating party had notified the other party of the need for such amendment at least ninety (90) days before submitting its termination notice.

**13. Virginia Law.**

This Agreement shall be construed and governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

**14. Miscellaneous.**

- (a) Entire Agreement: Modification. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements and shall not be modified or amended except by a written document executed by both parties to this Agreement. Any such written modification(s) shall be attached hereto.
- (b) Severability. Should any provision of this Agreement be held invalid, unlawful, or unenforceable, the validity of any other provision of this Agreement or the Agreement as a whole shall not be affected.
- (c) Attorneys' Fees. In the event that there is any claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding in law or equity is commenced to enforce the provisions of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.
- (d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and portable document format (pdf) signatures shall be treated as original signatures for purposes of this Agreement.
- (e) Assignment of Obligations. The rights and obligations of any party under this Agreement may not be assigned without the express written consent of the party except as provided herein. Any attempt of RAF to assign this Agreement or its rights, duties or obligations hereunder may be treated by the Hospital as a material breach, and no assignment by RAF, whether voluntarily or by operation of law, shall be effective. The rights of the Hospital under this Agreement shall pass to any successor in interest to the Hospital, and the Hospital may freely assign this Agreement to any affiliate or subsidiary of the Hospital. For purposes of this Section 14(e), the occurrence of any of the events set forth below shall be deemed an assignment:

- (i) Any merger, reorganization, conversion, consolidation, liquidation or dissolution of, involving or relating to RAF;
- (ii) The acquisition, by any person other than a Virginia licensed physician who is an employee of RAF providing services under this Agreement, in any transaction or related series of transactions of the beneficial ownership of forty-nine percent (49%) or more of the capital stock of RAF having voting power for the election of directors;
- (iii) RAF shall become insolvent or shall be unable to pay its debts as they mature or makes a general assignment for the benefit of creditors;
- (iv) RAF shall be finally adjudicated a bankrupt or shall voluntarily file a petition in bankruptcy seeking a reorganization or to affect a plan or other arrangement with creditors; or
- (v) RAF shall file an answer to a creditor's petition or other petition filed against it admitting the material obligations thereof for an adjudication in bankruptcy or reorganization.

**15. Preferred Provider.**

- (a) Preferred Provider Status. This Agreement is not a wholly exclusive contract and reflects a Preferred Provider arrangement subject to the terms and limitations set forth below. Subject to the exceptions set forth in this Section 15, RAF serves as Hospital's only provider of services within the Specialty as specified in Exhibit E, and as such, RAF will be provided with the First Opportunity (as defined below) to perform those services within the Specialty specified in Exhibit E that are requested by Hospital. For purposes of this Agreement, the term "First Opportunity" shall mean if Hospital requests such new or additional services within the Specialty to be performed, RAF shall have the first opportunity to negotiate with Hospital to provide such new or additional services on terms mutually agreeable to the parties. However, if RAF is unable or unwilling to perform such new or additional services after being afforded such first opportunity, or if the parties cannot mutually agree to the terms on which such new or additional services will be performed by RAF, then Hospital may freely engage other physicians or third parties to perform such new or additional services. Nothing contained in this paragraph, however, shall preclude a Hospital-credentialed physician from visiting, consulting on, or supervising the treatment of his or her established, hospitalized patient.
- (b) Engaging Third Parties to Perform Services. In the event RAF is unable or unwilling to engage sufficient Physicians to perform Exhibit E services requested hereunder, and the Hospital reasonably determines that it needs to engage a third party to provide such physicians or advanced practice providers, then Hospital shall

provide written notice of such determination to RAF. If RAF fails within thirty (30) days following its receipt of such notice to engage sufficient Physicians to perform services hereunder (“the “Staffing Cure Period”), then notwithstanding RAF’s preferred provider status as described above in Section 15(a), Hospital may engage any third parties to perform any unperformed services hereunder on any terms Hospital may agree to, and the fees and costs paid by Hospital to perform such unperformed services hereunder shall be reimbursed in full by RAF to the Hospital. The aforementioned Staffing Cure Period shall not apply in the event (A) RAF is unable or unwilling to provide at least one full-time, appropriately qualified and privileged Physician to perform the Exhibit E services within the Specialty pursuant to this Agreement, or (B) the Hospital’s Board of Trustees, the Medical Staff’s Medical Affairs Committee, or the Medical Staff’s Medical Executive Committee determines that patient care is being jeopardized due to such failure by RAF. The Hospital may offset such amounts paid against any other sums due to RAF pursuant to this Agreement.

- (c) Exhibit E may be revised annually, subject to approval by the Hospital and RAF, to include additions, deletions, and changes made to the CPT and HCPCS Code Manual and shall be presented to Hospital within 14 days of the publication of the HCPCS Code Manual. Exhibit E may be reviewed upon mutual consent of RAF and the Hospital based on the application(s) for privileges by other physicians deemed qualified by the Hospital's credentialing process.

#### **16. Future Technologies.**

In the event that a physician, not a member of RAF (“Nonmember”), seeks privileges to provide a new technology, technique or service, and RAF objects to such privileges being granted within ten (10) days, then such privileges shall be granted to Nonmember only upon a finding by the Quality and Medical Affairs Committee that the technology, technique or service does not fall within the preferred provider arrangement in Section 15 herein or that RAF does not have the ability to provide such service. The burden shall be on the Nonmember to overcome RAF’s objection to the granting of privileges.

#### **17. Restrictive Covenants.**

- (a) Non-Competition. RAF and all Physicians covenant and agree that during the Term of this Agreement, and for one (1) year after the expiration or termination of this Agreement for any reason, RAF and Physicians shall not, without the prior express written consent of Hospital: (i) directly or indirectly establish, operate, manage, own, work for, consult for, contract with, be paid or compensated by, or otherwise be involved in any way with (or solicit any of the foregoing actions) any entity, practice, or facility located within either Mary Washington Healthcare’s Primary Service Area or Secondary Service Area, as both are defined on Exhibit F to this Agreement, that provides any services within the Specialty, or (ii) directly or indirectly provide, or solicit to provide, services within the Specialty, or

substantially similar services, within Mary Washington Healthcare's Primary Service Area or Secondary Service Area. Notwithstanding the foregoing, this Non-Competition provisions shall not: (i) apply to any entity, practice, or facility which RAF established, operated, managed, owned, worked for, consulted for, contracted with, was paid or compensated by, or otherwise involved in any way as of the commencement date of this Agreement, (ii) apply to any existing services currently provided by RAF as evidenced on Exhibit G to this Agreement, which may be amended upon mutual agreement of the parties from time to time, (iii) prohibit RAF or any Physician from providing services at any Mary Washington Healthcare facility, whereby Hospital expressly consents to the provision of such services, or (iv) restrict RAF or any Physician from making referrals of patients to any provider that RAF or such RAF Physician deems appropriate.

- (b) Non-Solicitation. RAF and all Physicians covenant and agree that during the Term of this Agreement, and for one (1) year after the expiration or termination of this Agreement for any reason, RAF and Physicians shall not, without the prior express written consent of Hospital, directly or indirectly, hire or solicit to hire, or otherwise engage with or solicit to otherwise engage with, any employees, contractors, agents, or other persons or entities associated or affiliated with Hospital in any way.
- (c) Confidentiality. Subject to applicable law and ethical obligations, the Hospital and RAF, along with all Physicians and Advanced Practice Providers, shall not at any time during the Term hereof or at any time thereafter copy, reproduce, disclose or divulge to any third party, use or permit others to use any confidential information or material of Hospital or its patients. Confidential Information means any and all information provided by one party to the other that is owned or controlled by the disclosing party or its affiliates which is not otherwise publicly known. Upon the termination or expiration of this Agreement for any reason, Hospital and RAF, along with all Physicians and Advanced Practice Providers, shall return to the other all such confidential information or material in their possession; provided, however, each may temporarily retain copies of such information reasonably necessary to complete billing and the collection of accounts receivable.
- (d) Remedies. Hospital and RAF, along with all Physicians, agree that if either breach any of the restrictive covenants contained with this Section 17, the non-breaching party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain or otherwise enjoin such default, and/or to immediately terminate this Agreement. RAF shall cause each Physician who will provide services under this Agreement to execute for the benefit of Hospital an

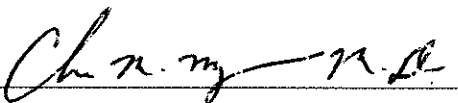
acknowledgement of the requirements of this Section 17 in the Physician Acknowledgement attached as Exhibit B.

**18. Post-Agreement Employment.**

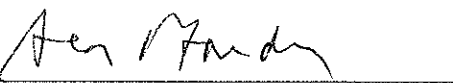
After completion of the Initial Term and beginning upon the first Renewal Term on July 1, 2023, the Hospital may, whether directly or indirectly, in its sole discretion, freely hire or otherwise engage, or solicit to hire or otherwise engage, any employee of RAF, including without limitation one or more Physicians and advanced practice providers to continue to provide services as described in this Agreement (the "Post Agreement Employment Right"). If the Post Agreement Employment Right under this Section 18 is applied by Hospital, RAF shall make all Physicians and advanced practice providers available for solicitation, employment, and engagement and release such individuals from any and all employment or contractual limitations or prohibitions that may apply to such individuals.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement on the day and year first above written.

RADIOLOGIC ASSOCIATES OF FREDERICKSBURG, LTD.

By:   
Name: Christopher M. Meyer  
Title: RAF, President

MARY WASHINGTON HOSPITAL, INC.

By:   
Name: SEAN BAROEN  
Title: SVP + CFO

**Exhibit A**  
**Performance Parameters**

- I. Consultative Services
- A. RAF shall provide Physician and physician extender staffing as sufficient to provide services and perform RAF's obligations under this Agreement.
  - B. Physicians shall be available for emergencies for all covered radiology imaging services twenty-four (24) hours per day, seven (7) days per week, with the Physician(s) on call at all times outside of the hours of coverage in the Radiology Department and ED. RAF shall provide (i) on-site coverage within the Department 24-hours per day, every day, for all interpretive services; and (ii) on-call coverage 24-hours per day, every day, for interventional services deemed reasonably appropriate by RAF and agreed to by Hospital.
- II. Service
- A. Hospital imaging studies prepared for radiologist interpretation shall be dictated in a manner that is timely and consistent with industry standards, taking into account such factors as patient acuity, point of services, scope of services, and subject to exceptions for factors beyond RAF's reasonable control, such as power outages, transcription, technology failures and natural disasters.
  - B. All transcribed reports, excluding non-emergent outpatient reports, must be reviewed and electronically signed by the Physicians within twelve (12) hours of final editing. All transcribed non-emergent outpatient reports must be reviewed and electronically signed by the Physicians within twenty-four (24) hours of final editing.
  - C. FSED and Hospital Emergency Department imaging procedures performed during hours of on-site radiologist coverage shall receive priority attention and be reviewed by a Physician in a timely manner consistent with industry standards.
  - D. FSED and Hospital Emergency Department imaging procedures performed after the hours of on-site radiologist coverage shall be reviewed by the on-call radiologist in a timely manner consistent with industry standards.
  - E. Positive findings marked by severity or intensity and all call report requests shall be communicated by to the referring physician or person working under the supervision of such referring physician as soon as possible immediately following the completion of interpretation. All ED and Hospital Emergency Department cases will be communicated to the patient's treating emergency physician immediately upon review; provided that Hospital shall make good faith efforts to provide at Hospital's cost a critical result reporting system designed to facilitate such communications and to comply with Joint Commission requirements.

- F. All dictated reports shall be concluded with an “Impression” to ensure effective communication with the referring or attending physicians or other persons designated by such physicians to receive such findings.
- G. Physicians shall facilitate the direct reporting of pre-operative results to the Surgery Department in an expeditious manner.
- H. Physicians or physician extenders or Department personnel shall make a special effort to meet patients in radiology to explain all interventional or contrast procedures, as appropriate.
- I. Physicians will review and approve the accuracy and quality of transcribed reports prior to distribution.
- J. A designated Physician will attend all regularly scheduled meetings of the Hospital Medical Staff, the Hospital’s Radiology Department and the ED. A Physician will attend at least four (4) scheduled Department of Surgery and four scheduled Department of Emergency Medicine meetings per year and additional scheduled meetings, as requested with reasonable advance notice.
- K. RAF will conduct radiology educational programs as reasonably agreed to by Hospital and RAF for referring physicians, ED and Radiology Department staff. RAF will establish regularly scheduled case reviews for referring physicians.
- L. RAF shall participate in healthcare community awareness functions as reasonably requested by the Hospital.

### III. Quality

- A. All Physicians shall be certified by the American Board of Radiology. All Physicians shall be trained in medical imaging and RAF shall maintain qualified fellowship trained subspecialists in the areas of Neuroradiology, Interventional, Musculoskeletal, Breast Imaging and Body Imaging. Other fellowship trained subspecialty Physicians may be added as the need dictates.
- B. If requested by the Hospital or the Hospital’s Medical Staff Executive Committee, RAF shall cooperate with a double reading quality review study by an outside independent radiology consultant acceptable to both the Hospital and RAF, at Hospital’s expense. RAF shall aggressively address individual quality deficiencies, which have been identified by such independent radiology consultant, through the use of CME courses, over reading, and staff changes as deemed necessary by the mutual agreement of RAF and Hospital. The costs of all corrective actions are the sole responsibility of RAF.

- IV. Professional Standards, Licensing and Accreditation
- A. RAF Physicians shall provide medical imaging services in a manner consistent with the mission and philosophy of the Hospital and in compliance with patient rights, patient care, guest relations, safety, confidentiality and other pertinent standards established by the Hospital and which are consistent with standards typically established by similar hospitals; and provided that such standards established by Hospital are not inconsistent with the terms of this Agreement.
  - B. All Physicians who read mammography studies must meet the requirements for certification for mammography services as set forth by CMS and American College of Radiology (“ACR”) within sixty (60) days of the Effective Date of this Amendment.
  - C. RAF shall comply with all applicable standards of the ACR in the performance of diagnostic interpretive duties.
  - D. All educational or certification requirements related to the Physician shall be at the sole expense of RAF and may be provided by parties other than the Hospital.
  - E. RAF shall comply with all federal and state laws relating to the licensing and regulation of hospitals, radiology departments and physicians, anti-kickback, self-referral, CMS, OSHA and shall abide by all standards, rules, and regulations of The Joint Commission, the Virginia Board of Medicine, the American College of Radiology, and the By-Laws of the Hospital and its medical staff by-laws, rules and regulations.

**Exhibit B**  
**Physician Acknowledgement**

The undersigned ("Physician"), as a condition to and in consideration of employment or engagement by **Radiologic Associates of Fredericksburg, Ltd.** ("Contractor"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby enter into this Physician Acknowledgement ("Acknowledgement") and hereby agrees and consents to, and acknowledges the following:

1. Physician acknowledges that Contractor is a party to a certain Radiology Services Agreement dated July 1, 2019, as it may be amended (the "Agreement") with Mary Washington Hospital, Inc. ("Hospital").

2. Physician agrees that Physician shall not at any time during the term of the Agreement or thereafter, copy, reproduce, disclose or divulge to any third party, use or permit others to use any confidential information or material of the Hospital, the Contractor, or their respective patients and upon the earlier of termination of the Agreement or termination of Physician's engagement by Contractor, Physician shall return to the Hospital or Contractor, respectively, any such confidential information or material in Physician's possession. Physician agrees that if Physician breaches the foregoing covenants, the Hospital and Contractor, as applicable, shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain the violation of any terms of this Acknowledgment.

3. Physician shall maintain, or ensure that Contractor maintains on Physician's behalf, adequate professional liability insurance on a continuing basis for Physician with the per occurrence limits of liability not less than the greater of (i) the insurance coverage requirements established for active members of the Hospital's Medical Staff pursuant to its Medical Staff bylaws, as amended from time to time; or (ii) the liability limit established from time to time for health care providers under the Virginia Medical Malpractice Act or other similar legislation, and with an annual aggregate limit of not less than three (3) times the per occurrence limit (or such higher amount as required pursuant to the Medical Staff bylaws). In the event Contractor or Physician purchases a claims-made policy, upon the termination of the Agreement, or, as to Physician's termination of his/her services at the Hospital, Physician shall purchase, or ensure that Contractor purchases on Physician's behalf, a reporting endorsement, evidenced by a certificate of insurance covering claims arising in connection with the Agreement, but not reported during the term of the Agreement or Physician's services at the Hospital, or provide other evidence of insurance covering such claims which the Hospital in its sole discretion deems satisfactory. The Hospital may terminate the Agreement immediately upon notice to Contractor if Contractor and/or Physician fails to maintain or obtain the above insurance coverage and/or may prohibit Physician from providing services at the Hospital if Physician fails to maintain or obtain the above insurance.

4. If this Agreement expires or is non-renewed or terminated for any reason, each Physician will be deemed to have voluntarily resigned from the Medical Staff of the Hospital and will relinquish all clinical privileges at the Hospital within one business day of expiration or termination of the Agreement or upon Physician's completion of clinical documentation and patient care in progress at the time of the expiration or termination of the Agreement, whichever occurs first, unless otherwise expressly agreed to by the Hospital in writing. Upon termination or

expiration of the Agreement, each Physician expressly and unconditionally waives any and all rights to any challenge or review of such voluntary resignation from the Hospital medical Staff., However, if RAF is advised by Hospital that the Agreement expiration or termination is based in whole or in part upon a Physician's alleged professional incompetence or unprofessional conduct and the Physician's associated voluntary resignation from the Medical Staff is reportable to the National Practitioner Data Bank or the Virginia Department of Health Professions, that Physician will be offered the fair hearing rights set forth in the Medical Staff Bylaws solely for the purpose of attempting to establish that his or her challenged professional competence or conduct met the standards set forth in the Medical Staff Bylaws, Rules and Regulations, and policies. Any required report by the Hospital shall be submitted and/or updated following the final decision of the Board of Trustees. Regardless of the final decision of the Board of Trustees, RAF and the Physician agree the Physician shall not be eligible to retain Medical Staff membership or privileges following expiration or termination of the Agreement and the expiration or termination of the Agreement shall remain unchanged. The parties further agree that the fact and entirety of the peer review privileged hearing and appeal process shall not be admissible in any civil or administrative action whatsoever. Each Physician shall not apply to the Medical Staff or for privileges at the Hospital for a period of one year after the expiration or resignation takes effect, unless otherwise expressly agreed by the Hospital in writing.

5. Physician represents and warrants to Hospital the following throughout the term of the Agreement:

- (i) The Physician shall meet all reasonable educational and licensing requirements prescribed by the Hospital and any association of which the Physician is a member by reason of a specialty designation.
- (ii) The Physician applies for, is granted, and continues to maintain Staff Privileges at the Hospital. The ultimate authority to grant privileges shall be vested in the Board of Trustees (the "Board") of the Hospital with due consideration given to the findings and recommendations of the Credentialing Committee.
- (iii) The Physician complies with applicable Medical Staff policies, standards and regulations of the Hospital, as from time to time established.
- (iv) The Physician faithfully and diligently performs on Contractor's behalf its duties and obligations within the Agreement.
- (v) The Physician maintains his or her Virginia medical license without restriction or limitation and maintains his or her federal narcotics number to the extent such number is needed by such Physician to render services under this Agreement, and has not been indicted for or convicted or any crime related to the practice of medicine or disciplined by any medical professional association where such disciplinary action results in the imposition of any sanction that impairs the Physician in respect of his provision of services on behalf of Contractor in the Agreement.

- (vi) This Physician is credentialed in accordance with the Bylaws of the Medical Staff, and the Rules and Regulations of the Hospital Radiology Department and maintains the appropriate medical staff appointment and privileges.

Physician agrees not to practice at Hospital in the event any of the aforementioned representations and warranties is untrue unless a written waiver is obtained from the Hospital. During the term of Physician's employment or engagement by Contractor, Physician warrants, covenants and agrees that he will notify the Contractor and the Hospital within three (3) business days of the occurrence of any of the events or circumstances described in subsections (i) through (vi) above, and acknowledges and understands that this covenant is a material terms of his employment or engagement with Contractor.

6. Physician acknowledges and agrees that if at any time the Hospital reasonably believes, consistent with its standard physician review policies and procedures, that a Physician's conduct is detrimental to the Hospital's reputation, character or standing or to the efficient and effective provision of radiology services, the Hospital may notify RAF and such Physician in writing of such determination. If, in the exclusive discretion and judgment of the Hospital the Physician's conduct does not improve within fifteen (15) days of the Physician's receipt of this notice, Physician acknowledges and agrees that Hospital shall have the right to immediately remove the Physician from services at the Hospital pursuant to this Agreement without recourse by the Physician.

7. Physician acknowledges and agrees that (a) Physician shall participate in the Medicare, Medicaid, TRICARE Programs and accept assignments of benefits thereunder; (b) Physician shall use his or her best efforts to participate in other third party payor programs that are participated in by the Hospital; (c) Physician shall participate in physician networks designated and facilitated by Hospital and its affiliates for the integrated care of patients within the Hospital's Service Area, including but not limited to, Mary Washington Health Alliance, LLC; and (d) Physician shall be available for, participate in, and complete in a timely manner all third party physician peer to peer reviews requested by payors for radiology services.

8. Physician hereby covenants and agrees to, and shall, indemnify, defend and hold harmless the Hospital and Contractor for, from, and against any and all claims, losses, liabilities, fees and expenses (including reasonable attorneys' fees) incurred by the Hospital or Contractor arising from, related to, or in connection with (i) Physician's breach of the aforementioned agreements, covenants, representations, and warranties of this Acknowledgment; and (ii) Physician's services to Hospital and Contractor, including all acts and omissions arising from or related thereto, or in connection therewith.

9. During the Term of the Agreement, Physician shall not: (i) provide substantially similar services to other hospital facilities within the Hospital's primary and secondary service areas (as described on Exhibit F to the Agreement) without the prior written approval of the Hospital, and (ii) will not hire or solicit to hire, whether directly or indirectly, any employees or agents of Hospital.

10. Physician agrees that the provisions of this Acknowledgement are for the benefit of and shall be enforceable by the Hospital and Contractor.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Printed Name of Physician

Date: \_\_\_\_\_

**Exhibit C**  
**Duties of the Medical Director**

The Medical Director of the Radiology Department shall:

- A. direct and supervise the clinical operations of the Department, including, but not limited to, the provision of medical services in the Department by RAF Physicians, other physicians and RAF and Hospital clinical personnel;
- B. report the status and activities of the Department to the Hospital and, upon request by the Hospital, to the Medical Staff and/or the Medical Executive Committee;
- C. assist the Hospital and the Medical Staff in developing and maintaining administrative and clinical programs, policies and procedures relating to the Department;
- D. coordinate provision to the Department appropriate schedules for coverage;
- E. provide input to the Hospital's administration for the purpose of preparing Department budgets;
- F. make recommendations regarding Department facilities, equipment, supplies and staffing to Hospital, which recommendations shall be considered in good faith;
- G. conduct continuing medical education programs and staff in-service programs;
- H. assist to a reasonable extent in assuring that appropriate documentation is maintained for reimbursement and billing purposes;
- I. assist Hospital to a reasonable extent in establishing call-back programs;
- J. assist Hospital to a reasonable extent in developing new patient services and programs;
- K. serve as the Department liaison to the Hospital's administration, Medical Staff, nursing service, and radiology staff;
- L. assist Hospital to a reasonable extent in the development of marketing and community relations programs;
- M. participate in Hospital events upon the reasonable request of the Hospital; and
- N. attend to such other duties as reasonably requested by Hospital



**Exhibit E**  
**Preferred Provider Procedures**

These procedures and services shall be revised annually to reflect applicable additions, deletions, and changes to the CPT and HCPCS Code Manual.

HCPCS	DESCRIPTION
10004	Fna bx w/o img gdn ea addl
10005	Fna bx w/us gdn 1st les
10006	Fna bx w/us gdn ea addl
10007	Fna bx w/fluor gdn 1st les
10008	Fna bx w/fluor gdn ea addl
10009	Fna bx w/ct gdn 1st les
10010	Fna bx w/ct gdn ea addl
10011	Fna bx w/mr gdn 1st les
10012	Fna bx w/mr gdn ea addl
10030	Guide cathet fluid drainage
10035	Perq dev soft tiss 1st imag
10036	Perq dev soft tiss add imag
19030	Injection for breast x-ray
19281	Perq device breast 1st imag
19282	Perq device breast ea imag
19283	Perq dev breast 1st strtctc
19284	Perq dev breast add strtctc
19285	Perq dev breast 1st us imag
19286	Perq dev breast add us imag
19287	Perq dev breast 1st mr guide
19288	Perq dev breast add mr guide
22512	Vertebroplasty addl inject
22513	Perq vertebral augmentation
22514	Perq vertebral augmentation
22515	Perq vertebral augmentation
23350	Injection for shoulder x-ray
27093	Injection for hip x-ray
27095	Injection for hip x-ray
27096	Inject sacroiliac joint
32405	Percut bx lung/mediastinum

HCPCS	DESCRIPTION
36473	Endovenous mchnchem 1st vein
36474	Endovenous mchnchem add-on
36475	Endovenous rf 1st vein
36476	Endovenous rf vein add-on
36478	Endovenous laser 1st vein
36479	Endovenous laser vein addon
36557	Insert tunneled cv cath
36558	Insert tunneled cv cath
36563	Insert tunneled cv cath
36565	Insert tunneled cv cath
36575	Repair tunneled cv cath
36576	Repair tunneled cv cath
36578	Replace tunneled cv cath
36593	Declot vascular device
36595	Mech remov tunneled cv cath
36596	Mech remov tunneled cv cath
36598	Inj w/fluor eval cv device
37182	Insert hepatic shunt (tips)
37183	Remove hepatic shunt (tips)
37241	Vasc embolize/occlude venous
37242	Vasc embolize/occlude artery
37243	Vasc embolize/occlude organ
37244	Vasc embolize/occlude bleed
37609	Temporal artery procedure
42550	Injection for salivary x-ray
49405	Image cath fluid colxn visc
49406	Image cath fluid peri/retro
49423	Exchange drainage catheter
49424	Assess cyst contrast inject

Execution Copy

HCPCS	DESCRIPTION
49427	Injection abdominal shunt
49440	Place gastrostomy tube perc
49441	Place duod/jej tube perc
49446	Change g-tube to g-j perc
49450	Replace g/c tube perc
49451	Replace duod/jej tube perc
49452	Replace g-j tube perc
49465	Fluoro exam of g/colon tube
50200	Renal biopsy perq
50382	Change ureter stent percut
50384	Remove ureter stent percut
50385	Change stent via transureth
50386	Remove stent via transureth
50387	Change nephroureteral cath
50389	Remove renal tube w/fluoro
50390	Drainage of kidney lesion
50396	Measure kidney pressure
50430	Njx px nfrosgrm &/urtrgrm
50431	Njx px nfrosgrm &/urtrgrm
50432	Plmt nephrostomy catheter
50433	Plmt nephroureteral catheter
50434	Convert nephrostomy catheter
50435	Exchange nephrostomy cath
50592	Perc rf ablate renal tumor
50593	Perc cryo ablate renal tum
50688	Change of ureter tube/stent
50693	Plmt ureteral stent prq
50694	Plmt ureteral stent prq
50695	Plmt ureteral stent prq
50700	Revision of ureter
50705	Ureteral embolization/occl
50706	Balloon dilate urtrl strix
60100	Biopsy of thyroid
60300	Aspir/inj thyroid cyst
62284	Injection for myelogram
62302	Myelography lumbar injection
62303	Myelography lumbar injection
62304	Myelography lumbar injection

HCPCS	DESCRIPTION
62305	Myelography lumbar injection
70030	X-ray eye for foreign body
70100	X-ray exam of jaw <4views
70110	X-ray exam of jaw 4/> views
70120	X-ray exam of mastoids
70130	X-ray exam of mastoids
70134	X-ray exam of middle ear
70140	X-ray exam of facial bones
70150	X-ray exam of facial bones
70160	X-ray exam of nasal bones
70170	X-ray exam of tear duct
70190	X-ray exam of eye sockets
70200	X-ray exam of eye sockets
70210	X-ray exam of sinuses
70220	X-ray exam of sinuses
70240	X-ray exam pituitary saddle
70250	X-ray exam of skull
70260	X-ray exam of skull
70320	Full mouth x-ray of teeth
70328	X-ray exam of jaw joint
70330	X-ray exam of jaw joints
70332	X-ray exam of jaw joint
70336	Magnetic image jaw joint
70350	X-ray head for orthodontia
70355	Panoramic x-ray of jaws
70360	X-ray exam of neck
70370	Throat x-ray & fluoroscopy
70371	Speech evaluation complex
70380	X-ray exam of salivary gland
70390	X-ray exam of salivary duct
70450	Ct head/brain w/o dye
70460	Ct head/brain w/dye
70470	Ct head/brain w/o & w/dye
70480	Ct orbit/ear/fossa w/o dye
70481	Ct orbit/ear/fossa w/dye
70482	Ct orbit/ear/fossa w/o&w/dye
70486	Ct maxillofacial w/o dye
70487	Ct maxillofacial w/dye

Execution Copy

HCPCS	DESCRIPTION
70488	Ct maxillofacial w/o & w/dye
70490	Ct soft tissue neck w/o dye
70491	Ct soft tissue neck w/dye
70492	Ct sft tsue nck w/o & w/dye
70496	Ct angiography head
70498	Ct angiography neck
70540	Mri orbit/face/neck w/o dye
70542	Mri orbit/face/neck w/dye
70543	Mri orbt/fac/nck w/o &w/dye
70544	Mr angiography head w/o dye
70545	Mr angiography head w/dye
70546	Mr angiograph head w/o&w/dye
70547	Mr angiography neck w/o dye
70548	Mr angiography neck w/dye
70549	Mr angiograph neck w/o&w/dye
70551	Mri brain stem w/o dye
70552	Mri brain stem w/dye
70553	Mri brain stem w/o & w/dye
70554	Fmri brain by tech
70555	Fmri brain by phys/psych
70557	Mri brain w/o dye
70558	Mri brain w/dye
70559	Mri brain w/o & w/dye
71045	X-ray exam chest 1 view
71046	X-ray exam chest 2 views
71047	X-ray exam chest 3 views
71048	X-ray exam chest 4+ views
71100	X-ray exam ribs uni 2 views
71101	X-ray exam unilat ribs/chest
71110	X-ray exam ribs bil 3 views
71111	X-ray exam ribs/chest4/> vws
71120	X-ray exam breastbone 2/>vws
71130	X-ray strenoclavic jt 3/>vws
71250	Ct thorax w/o dye
71260	Ct thorax w/dye
71270	Ct thorax w/o & w/dye
71275	Ct angiography chest
71550	Mri chest w/o dye

HCPCS	DESCRIPTION
71551	Mri chest w/dye
71552	Mri chest w/o & w/dye
71555	Mri angio chest w or w/o dye
72020	X-ray exam of spine 1 view
72040	X-ray exam neck spine 2-3 vw
72050	X-ray exam neck spine 4/5vws
72052	X-ray exam neck spine 6/>vws
72070	X-ray exam thorac spine 2vws
72072	X-ray exam thorac spine 3vws
72074	X-ray exam thorac spine4/>vw
72080	X-ray exam thoracolmb 2/> vw
72081	X-ray exam entire spi 1 vw
72082	X-ray exam entire spi 2/3 vw
72083	X-ray exam entire spi 4/5 vw
72084	X-ray exam entire spi 6/> vw
72100	X-ray exam l-s spine 2/3 vws
72110	X-ray exam l-2 spine 4/>vws
72114	X-ray exam l-s spine bending
72120	X-ray bend only l-s spine
72125	Ct neck spine w/o dye
72126	Ct neck spine w/dye
72127	Ct neck spine w/o & w/dye
72128	Ct chest spine w/o dye
72129	Ct chest spine w/dye
72130	Ct chest spine w/o & w/dye
72131	Ct lumbar spine w/o dye
72132	Ct lumbar spine w/dye
72133	Ct lumbar spine w/o & w/dye
72141	Mri neck spine w/o dye
72142	Mri neck spine w/dye
72146	Mri chest spine w/o dye
72147	Mri chest spine w/dye
72148	Mri lumbar spine w/o dye
72149	Mri lumbar spine w/dye
72156	Mri neck spine w/o & w/dye
72157	Mri chest spine w/o & w/dye
72158	Mri lumbar spine w/o & w/dye
72159	Mr angio spine w/o&w/dye

HCPCS	DESCRIPTION
72170	X-ray exam of pelvis
72190	X-ray exam of pelvis
72191	Ct angiograph pelv w/o&w/dye
72192	Ct pelvis w/o dye
72193	Ct pelvis w/dye
72194	Ct pelvis w/o & w/dye
72195	Mri pelvis w/o dye
72196	Mri pelvis w/dye
72197	Mri pelvis w/o & w/dye
72198	Mr angio pelvis w/o & w/dye
72200	X-ray exam si joints
72202	X-ray exam si joints 3/> vws
72220	X-ray exam sacrum tailbone
72240	Myelography neck spine
72255	Myelography thoracic spine
72265	Myelography l-s spine
72270	Myelography 2/> spine regions
72275	Epidurography
72285	Discography cerv/thor spine
72295	X-ray of lower spine disk
73000	X-ray exam of collar bone
73010	X-ray exam of shoulder blade
73020	X-ray exam of shoulder
73030	X-ray exam of shoulder
73040	Contrast x-ray of shoulder
73050	X-ray exam of shoulders
73060	X-ray exam of humerus
73070	X-ray exam of elbow
73080	X-ray exam of elbow
73085	Contrast x-ray of elbow
73090	X-ray exam of forearm
73092	X-ray exam of arm infant
73100	X-ray exam of wrist
73110	X-ray exam of wrist
73115	Contrast x-ray of wrist
73120	X-ray exam of hand
73130	X-ray exam of hand
73140	X-ray exam of finger(s)

HCPCS	DESCRIPTION
73200	Ct upper extremity w/o dye
73201	Ct upper extremity w/dye
73202	Ct uppr extremity w/o&w/dye
73206	Ct angio upr extrm w/o&w/dye
73218	Mri upper extremity w/o dye
73219	Mri upper extremity w/dye
73220	Mri uppr extremity w/o&w/dye
73221	Mri joint upr extrem w/o dye
73222	Mri joint upr extrem w/dye
73223	Mri joint upr extr w/o&w/dye
73225	Mr angio upr extr w/o&w/dye
73501	X-ray exam hip uni 1 view
73502	X-ray exam hip uni 2-3 views
73503	X-ray exam hip uni 4/> views
73521	X-ray exam hips bi 2 views
73522	X-ray exam hips bi 3-4 views
73523	X-ray exam hips bi 5/> views
73525	Contrast x-ray of hip
73551	X-ray exam of femur 1
73552	X-ray exam of femur 2/>
73560	X-ray exam of knee 1 or 2
73562	X-ray exam of knee 3
73564	X-ray exam knee 4 or more
73565	X-ray exam of knees
73580	Contrast x-ray of knee joint
73590	X-ray exam of lower leg
73592	X-ray exam of leg infant
73600	X-ray exam of ankle
73610	X-ray exam of ankle
73615	Contrast x-ray of ankle
73620	X-ray exam of foot
73630	X-ray exam of foot
73650	X-ray exam of heel
73660	X-ray exam of toe(s)
73700	Ct lower extremity w/o dye
73701	Ct lower extremity w/dye
73702	Ct lwr extremity w/o&w/dye
73706	Ct angio lwr extr w/o&w/dye

Execution Copy

HCPCS	DESCRIPTION
73718	Mri lower extremity w/o dye
73719	Mri lower extremity w/dye
73720	Mri lwr extremity w/o&w/dye
73721	Mri jnt of lwr extre w/o dye
73722	Mri joint of lwr extr w/dye
73723	Mri joint lwr extr w/o&w/dye
73725	Mr ang lwr ext w or w/o dye
74018	X-ray exam abdomen 1 view
74019	X-ray exam abdomen 2 views
74021	X-ray exam abdomen 3+ views
74022	X-ray exam series abdomen
74150	Ct abdomen w/o dye
74160	Ct abdomen w/dye
74170	Ct abdomen w/o & w/dye
74174	Ct angio abd&pelv w/o&w/dye
74175	Ct angio abdom w/o & w/dye
74176	Ct abd & pelvis w/o contrast
74177	Ct abd & pelv w/contrast
74178	Ct abd & pelv 1/> regns
74181	Mri abdomen w/o dye
74182	Mri abdomen w/dye
74183	Mri abdomen w/o & w/dye
74185	Mri angio abdom w orw/o dye
74190	X-ray exam of peritoneum
74210	Contrst x-ray exam of throat
74220	Contrast x-ray esophagus
74230	Cine/vid x-ray throat/esoph
74240	X-ray upper gi delay w/o kub
74241	X-ray upper gi delay w/kub
74245	X-ray upper gi&small intest
74246	Contrst x-ray uppr gi tract
74247	Contrst x-ray uppr gi tract
74249	Contrst x-ray uppr gi tract
74250	X-ray exam of small bowel
74251	X-ray exam of small bowel
74260	X-ray exam of small bowel
74261	Ct colonography dx
74262	Ct colonography dx w/dye

HCPCS	DESCRIPTION
74263	Ct colonography screening
74270	Contrast x-ray exam of colon
74280	Contrast x-ray exam of colon
74290	Contrast x-ray gallbladder
74300	X-ray bile ducts/pancreas
74340	X-ray guide for gi tube
74355	X-ray guide intestinal tube
74360	X-ray guide gi dilation
74363	X-ray bile duct dilation
74400	Contrst x-ray urinary tract
74410	Contrst x-ray urinary tract
74415	Contrst x-ray urinary tract
74420	Contrst x-ray urinary tract
74425	Contrst x-ray urinary tract
74430	Contrast x-ray bladder
74440	X-ray male genital tract
74445	X-ray exam of penis
74450	X-ray urethra/bladder
74455	X-ray urethra/bladder
74470	X-ray exam of kidney lesion
74710	X-ray measurement of pelvis
74712	Mri fetal sngl/1st gestation
74713	Mri fetal ea addl gestation
74740	X-ray female genital tract
74742	X-ray fallopian tube
74775	X-ray exam of perineum
75557	Cardiac mri for morph
75559	Cardiac mri w/stress img
75561	Cardiac mri for morph w/dye
75563	Card mri w/stress img & dye
75565	Card mri veloc flow mapping
75573	Ct hrt w/3d image congen
75635	Ct angio abdominal arteries
75809	Nonvascular shunt x-ray
75831	Vein x-ray kidney
75833	Vein x-ray kidneys
75840	Vein x-ray adrenal gland
75842	Vein x-ray adrenal glands

HCPCS	DESCRIPTION
75860	Vein x-ray neck
75870	Vein x-ray skull
75872	Vein x-ray skull epidural
75880	Vein x-ray eye socket
75885	Vein x-ray liver w/hemodynam
75887	Vein x-ray liver w/o hemodyn
75889	Vein x-ray liver w/hemodynam
75891	Vein x-ray liver
75898	Follow-up angiography
75970	Vascular biopsy
75989	Abscess drainage under x-ray
76010	X-ray nose to rectum
76080	X-ray exam of fistula
76098	X-ray exam surgical specimen
76100	X-ray exam of body section
76101	Complex body section x-ray
76102	Complex body section x-rays
76140	X-ray consultation
76376	3d render w/intrp postproces
76377	3d render w/intrp postproces
76380	Cat scan follow-up study
76390	Mr spectroscopy
76391	Mr elastography
76497	Ct procedure
76498	Mri procedure
76499	Radiographic procedure
76536	Us exam of head and neck
76604	Us exam chest
76641	Ultrasound breast complete
76642	Ultrasound breast limited
76700	Us exam abdom complete
76705	Echo exam of abdomen
76706	Us abd l aorta screen aaa
76770	Us exam abdo back wall comp
76775	Us exam abdo back wall lim
76776	Us exam k transpl w/doppler
76800	Us exam spinal canal
76801	Ob us < 14 wks single fetus *

HCPCS	DESCRIPTION
76802	Ob us < 14 wks addl fetus *
76805	Ob us >= 14 wks sngl fetus *
76810	Ob us >= 14 wks addl fetus *
76811	Ob us detailed sngl fetus *
76812	Ob us detailed addl fetus *
76813	Ob us nuchal meas 1 gest *
76814	Ob us nuchal meas add-on *
76815	Ob us limited fetus(s) *
76816	Ob us follow-up per fetus *
76817	Transvaginal us obstetric
76818	Fetal biophys profile w/nst
76819	Fetal biophys profil w/o nst
76820	Umbilical artery echo
76821	Middle cerebral artery echo
76830	Transvaginal us non-ob
76831	Echo exam uterus
76856	Us exam pelvic complete
76857	Us exam pelvic limited
76870	Us exam scrotum
76872	Us transrectal
76873	Echograp trans r pros study
76881	Us compl joint r-t w/img
76882	Us lmtd jt/nonvasc xtr strux
76885	Us exam infant hips dynamic
76940	Us guide tissue ablation
76942	Echo guide for biopsy
76970	Ultrasound exam follow-up
76975	Gi endoscopic ultrasound
76977	Us bone density measure
76981	Use parenchyma
76982	Use 1st target lesion
76983	Use ea addl target lesion
76999	Echo examination procedure
77001	Fluoroguide for vein device
77002	Needle localization by xray
77003	Fluoroguide for spine inject
77011	Ct scan for localization
77012	Ct scan for needle biopsy

HCPCS	DESCRIPTION
77013	Ct guide for tissue ablation
77014	Ct scan for therapy guide
77021	Mri guidance ndl plmt rs&i
77022	Mri gdn parnchyma tiss abltj
77046	Mri breast c- unilateral
77047	Mri breast c- bilateral
77048	Mri breast c-+ w/cad uni
77049	Mri breast c-+ w/cad bi
77053	X-ray of mammary duct
77054	X-ray of mammary ducts
77061	Breast tomosynthesis uni
77062	Breast tomosynthesis bi
77063	Breast tomosynthesis bi
77065	Dx mammo incl cad uni
77066	Dx mammo incl cad bi
77067	Scr mammo bi incl cad
77071	X-ray stress view
77072	X-rays for bone age
77073	X-rays bone length studies
77074	X-rays bone survey limited
77075	X-rays bone survey complete
77076	X-rays bone survey infant
77077	Joint survey single view
77078	Ct bone density axial
77080	Dxa bone density axial
77081	Dxa bone density/peripheral
77084	Magnetic image bone marrow
77085	Dxa bone density study
77086	Fracture assessment via dxa
78012	Thyroid uptake measurement
78013	Thyroid imaging w/blood flow
78014	Thyroid imaging w/blood flow
78015	Thyroid met imaging
78016	Thyroid met imaging/studies
78018	Thyroid met imaging body
78020	Thyroid met uptake
78070	Parathyroid planar imaging
78071	Parathyrd planar w/wo subtrj

HCPCS	DESCRIPTION
78072	Parathyrd planar w/spect&ct
78075	Adrenal cortex & medulla img
78099	Endocrine nuclear procedure
78102	Bone marrow imaging ltd
78103	Bone marrow imaging mult
78104	Bone marrow imaging body
78195	Lymph system imaging
78199	Blood/lymph nuclear exam
78201	Liver imaging
78202	Liver imaging with flow
78205	Liver imaging (3d)
78206	Liver image (3d) with flow
78215	Liver and spleen imaging
78216	Liver & spleen image/flow
78226	Hepatobiliary system imaging
78227	Hepatobil syst image w/drug
78230	Salivary gland imaging
78231	Serial salivary imaging
78232	Salivary gland function exam
78258	Esophageal motility study
78261	Gastric mucosa imaging
78262	Gastroesophageal reflux exam
78264	Gastric emptying imag study
78265	Gastric emptying imag study
78266	Gastric emptying imag study
78278	Acute gi blood loss imaging
78282	Gi protein loss exam
78290	Meckels divert exam
78291	Leveen/shunt patency exam
78299	Gi nuclear procedure
78300	Bone imaging limited area
78305	Bone imaging multiple areas
78306	Bone imaging whole body
78315	Bone imaging 3 phase
78320	Bone imaging (3d)
78350	Bone mineral single photon
78351	Bone mineral dual photon
78399	Musculoskeletal nuclear exam

HCPCS	DESCRIPTION
78414	Non-imaging heart function
78451	Ht muscle image spect sing
78452	Ht muscle image spect mult
78453	Ht muscle image planar sing
78454	Ht musc image planar mult
78456	Acute venous thrombus image
78457	Venous thrombosis imaging
78458	Ven thrombosis images bilat
78459	Heart muscle imaging (pet)
78466	Heart infarct image
78468	Heart infarct image (ef)
78469	Heart infarct image (3d)
78472	Gated heart planar single
78473	Gated heart multiple
78481	Heart first pass single
78483	Heart first pass multiple
78491	Heart image (pet) single
78492	Heart image (pet) multiple
78494	Heart image spect
78496	Heart first pass add-on
78499	Cardiovascular nuclear exam
78579	Lung ventilation imaging
78580	Lung perfusion imaging
78582	Lung ventilat&perfus imaging
78597	Lung perfusion differential
78598	Lung perf&ventilat diferentl
78599	Respiratory nuclear exam
78600	Brain image < 4 views
78601	Brain image w/flow < 4 views
78605	Brain image 4+ views
78606	Brain image w/flow 4 + views
78607	Brain imaging (3d)
78608	Brain imaging (pet)
78609	Brain imaging (pet)
78610	Brain flow imaging only
78630	Cerebrospinal fluid scan
78635	Csf ventriculography
78645	Csf shunt evaluation

HCPCS	DESCRIPTION
78647	Cerebrospinal fluid scan
78650	Csf leakage imaging
78660	Nuclear exam of tear flow
78699	Nervous system nuclear exam
78700	Kidney imaging morphol
78701	Kidney imaging with flow
78707	K flow/funct image w/o drug
78708	K flow/funct image w/drug
78709	K flow/funct image multiple
78710	Kidney imaging (3d)
78725	Kidney function study
78730	Urinary bladder retention
78740	Ureteral reflux study
78761	Testicular imaging w/flow
78799	Genitourinary nuclear exam
78800	Tumor imaging limited area
78801	Tumor imaging mult areas
78802	Tumor imaging whole body
78803	Tumor imaging (3d)
78804	Tumor imaging whole body
78805	Abscess imaging ltd area
78806	Abscess imaging whole body
78807	Nuclear localization/abscess
78808	Iv inj ra drug dx study
78811	Pet image ltd area
78812	Pet image skull-thigh
78813	Pet image full body
78814	Pet image w/ct lmtd
78815	Pet image w/ct skull-thigh
78816	Pet image w/ct full body
78999	Nuclear diagnostic exam
79005	Nuclear rx oral admin
79101	Nuclear rx iv admin
79200	Nuclear rx intracav admin
79300	Nuclr rx interstit colloid
79403	Hematopoietic nuclear tx
79440	Nuclear rx intra-articular
79445	Nuclear rx intra-arterial

HCPCS	DESCRIPTION
79999	Nuclear medicine therapy
93888	Intracranial limited study
93922	Upr/l xtremity art 2 levels
93923	Upr/ixtr art stdy 3+ lvls
93924	Lwr xtr vasc stdy bilat
93925	Lower extremity study
93926	Lower extremity study
93930	Upper extremity study
93931	Upper extremity study
93970	Extremity study
93971	Extremity study
93975	Vascular study
93976	Vascular study
93978	Vascular study
93979	Vascular study
93990	Doppler flow testing
96420	Chemo ia push tecniue
96450	Chemotherapy into cns
0126T	Chd risk imt study
0201T	Perq sacral augmt bilat inj
A4215	Sterile needle
A9550	Tc99m gluceptate
A9552	F18 fdg
A9554	I125 iothalamate, dx
A9580	Sodium fluoride f-18
A9585	Gadobutrol injection
G0235	Pet not otherwise specified
G0260	Inj for sacroiliac jt anesth
G0297	Ldct for lung ca screen
Q9966	Locm 200-299mg/ml iodine,1ml
Q9967	Locm 300-399mg/ml iodine,1ml
S8037	Mrcp

\* Procedure may also be performed by  
Perinatologists



**EXHIBIT G**

**Existing Non-Mary Washington hospital Services Provided by RAF**

1. Medical Imaging of Fredericksburg, LLC
2. RAF dba Virginia Interventional and Vascular Associates
3. Virginia Women's Center - Privia Women's Health, P.C.
4. PrimeCare Urgent and Family Care, P.C.
5. Virginia Family Dentistry, P.C.
6. Mary Washington Medical Group

# **EXHIBIT 5**

----- Forwarded message -----

From: **Christopher D Newman** <[Christopher.Newman@mwhc.com](mailto:Christopher.Newman@mwhc.com)>

Date: Thu, Jan 30, 2025 at 4:06 PM

Subject: Mary Washington Radiology

To: [statler@rafimaging.com](mailto:statler@rafimaging.com) <[statler@rafimaging.com](mailto:statler@rafimaging.com)>

Dear Dr. Statler:

I hope this note finds you well. I am writing to provide you with information about the employment contracts Mary Washington Healthcare (MWHC) will be offering to physicians who may be interested in joining our new Mary Washington Radiology physician practice. As Radiologic Associates provided MWHC with notice of termination, effective July 1, 2025, we are working to build the radiology group needed to provide diagnostic and interventional radiology services to the patients of our region at MWHC facilities.

Attached is a position term sheet for your consideration. As you can imagine, we're moving quickly to build our group and are asking for **commitments from local radiologists by the end of February** so that we can limit the number of radiologists we bring from outside of our community. We will also have leadership positions available for radiologists within the new group. We hope you will consider joining us. For more information and to request a full contract, please contact either Eric Fletcher ([eric.fletcher@mwhc.com](mailto:eric.fletcher@mwhc.com); 540-741-0660) or Travis Turner ([travis.turner@mwhc.com](mailto:travis.turner@mwhc.com); 540-741-2248).

Thank you for your continued commitment to our patients and community.

.....  
**Christopher Newman, MD, MBA**

President and CEO

Mary Washington Healthcare

[1001 Sam Perry Boulevard](#) | Executive Offices Suite 100S | Fredericksburg, VA 22401

540.741.1414

Assistant: Vikki ODell ([vikki.odell@mwhc.com](mailto:vikki.odell@mwhc.com))

This electronic message transmission, including any attachments, contains information from Mary Washington Healthcare which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify the sender immediately by a "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

---

**PRIVILEGED AND CONFIDENTIAL:** This document and the information contained herein are confidential and protected from disclosure pursuant to Federal law. This message is intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that the use, dissemination, or copying of this information is strictly prohibited. If you received this communication in error, please erase all copies of the message and its attachments and notify the sender immediately.

---

**PRIVILEGED AND CONFIDENTIAL:** This document and the information contained herein are confidential and protected from disclosure pursuant to Federal law. This message is intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that the use, dissemination, or copying of this information is strictly prohibited. If you received this communication in error, please erase all copies of the message and its attachments and notify the sender immediately.

---

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.



# Mary Washington Healthcare

## Interventional Radiologist

### Fredericksburg, Virginia

#### Join A Top Performing Hospital Delivering High Quality Care with Exceptional Outcomes!

Mary Washington Healthcare is seeking a highly skilled and compassionate Interventional Radiologist to join our dynamic team. The ideal candidate will possess a strong clinical background in all aspects of interventional radiology, with a commitment to providing high-quality patient care in Fredericksburg, Virginia. You will enjoy the benefits of being a hospital employee and part of a multispecialty group comprised of 300+ members including hospitalists and a wide range of specialists.

#### Responsibilities:

##### Clinical Duties:

- Perform a wide range of interventional radiological procedures, including but not limited to:
- Vascular interventions (e.g., angioplasty, stenting, embolization)
- Oncology interventions (e.g., chemoembolization, radiofrequency ablation)
- Non-vascular interventions (e.g., drainage procedures, biopsy, vertebroplasty)
- Image-guided procedures (e.g., biopsies, drainages, tumor ablations)
- Interpret and report on radiological images accurately and timely.
- Consult with referring physicians and other healthcare professionals regarding patient care.
- Participate in patient rounds and multidisciplinary conferences.
- Provide on-call coverage as required.
- Interpret and report on radiological images accurately and timely.
- Consult with referring physicians and other healthcare professionals regarding patient care.
- Participate in patient rounds and multidisciplinary conferences.
- Provide on-call coverage as required.

##### Administrative Duties:

- Participate in quality improvement initiatives and departmental meetings.
- Assist in the development and implementation of departmental policies and procedures.
- Maintain accurate and up-to-date patient records.
- Participate in teaching and mentoring of residents and other trainees (if applicable).
- May be involved in Graduate Medical Educational opportunities research activities.

#### Highlights:

- Inpatient and outpatient EMR is EPIC
- Outpatient facility is connected to the hospital
- Call is 1:6 weekends
- Opportunity for rapid practice growth and outreach in the community
- Opportunity to work with a collaborative and supportive team of healthcare professionals.
- State-of-the-art equipment and Imaging technology.

- Competitive salary and benefits package.
- Opportunities for professional growth and development.

### Minimum Requirements:

- MD., DO., Degree
- Board certification by the American Board of Radiology (ABR) in Diagnostic Radiology and Interventional Radiology.
- Current, unrestricted, Virginia State license or eligible for Virginia licensure.
- Excellent interpersonal and communication skills.
- Strong analytical and problem-solving skills.
- Ability to work independently and as part of a team.
- Commitment to providing high-quality patient care.
- Experienced physicians and new graduates welcome to apply. This position cannot support J1 visas.
- Excellent clinical and interpersonal skills are required as well as the desire to be part of a team that functions at the highest level.

### Comprehensive Benefits Package:

- Competitive Compensation (Guaranteed Base, Performance and Productivity Bonuses)
- Sign-on and/or Relocation bonuses
- Student Loan Reimbursement
- Health (various options), life, vision, dental and disability insurance
- 403(b) retirement with annual matching program
- 457(b) Additional retirement program (non-matching)
- Yearly CME and travel allowances
- Leadership training and advancement opportunities
- Professional liability insurance, tail coverage included

### Mary Washington Healthcare

Mary Washington Healthcare is a non-profit regional system consisting of two hospitals (571 beds), three emergency departments and over 50 healthcare facilities serving patients and communities across the greater Fredericksburg Region. We promote a culture of acceptance and innovation where you truly can “Be Heard”. We are an accredited ACGME facility hosting our first 2023 Family and Internal Medicine Residents 2023.

### The Community

The Fredericksburg region includes four counties (Caroline, King George, Spotsylvania, and Stafford) and the City of Fredericksburg, and is ideally located 50 miles south of Washington, DC and 50 miles north of Richmond the Capital of Virginia and is accessible to major cities and markets along the East Coast and the global marketplace. With a population of 450,000, the area has been designated Virginia’s fastest growing for five consecutive years.

With the beautiful Shenandoah and Blue Ridge Mountains an hour drive west of Fredericksburg, outdoor recreation is right out your front door. Skiing and hiking, the beach and sightseeing are all within easy driving distance. Plus, an excellent public-school system, a great selection of private schools and options for higher education are an added bonus. Our family-friendly community means low crime and lots of great activities.

Contact:

Dorrie Steinberg, Manager of Provider Recruitment for Mary Washington Healthcare  
[dorrie.steinberg@mwhc.com](mailto:dorrie.steinberg@mwhc.com) or (804) 687-5280 cell.

# **EXHIBIT 6**

## TERM SHEET

### Introduction

- This is a one-time offer that will expire at noon on April 26, 2025 if not accepted in writing by execution below and delivered to MWHC by that time.
- This offer is for MWHC (or an affiliate) acquiring VMI's minority interest in MIF and any related assets (including those needed to operate MIF as a going concern), resulting in MWHC owning 100% of MIF. This offer is contingent on transaction closing (evidenced by fully executed documents and payment of the first installment of the purchase price) by Friday, May 30, 2025.
- As set forth under the section entitled "Contingencies", below, this offer is contingent on MWHC's employment of a substantial complement of radiologists on a sustained timeline to allow for the orderly operation of imaging services for MWHC, and as applicable, MIF and other MWHC affiliates, and on the further condition that the parties put the past behind us and cooperate for a seamless transition to an employed radiology model and "make this easy" for MWHC.
- This Term Sheet summarizes some of the business points relating to the transaction, and the parties agree that other material terms are not yet agreed. Therefore, it is understood that no liabilities or obligations are intended to be created herein, and this is not intended to constitute a legally binding agreement. Once accepted, this Term Sheet may be terminated by either party upon written notice to the other party.

### Rationale and Price

- We are offering a compelling purchase price of \$38,900,000 for VMI's minority interest in MIF, and related assets, subject to internal validation, to be payable in four equal installments over a period of three years.
- This means that effectively, VMI physicians can sell their illiquid interest in MIF through VMI at approximately four times VMI's proportionate share of MIF's calendar year 2024 EBITDA, which is a high multiple and strong offer for an otherwise illiquid minority interest.
- This opportunity provides job security for those who want it and are willing to adopt a new model, while also providing a "cash-out opportunity" and free agency status for those who do not wish to remain or wish to retire.
- The current environment for healthcare is a declining margin industry. The investment in MIF will decline in value, exacerbated by the necessary adjustment of cost allocations to MIF to account for inflation.

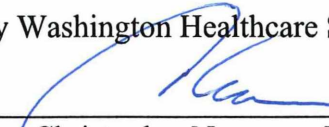
- There is no opportunity for VMI to sell its investment in MIF to a hypothetical third-party purchaser.
- The historic ownership and coverage model, which has served the community well, is not structured to succeed in the future. The relationship between the parties has become resource intensive, fragmented, and in many cases strained or difficult.
- Every day MWHC develops its own solution of employing radiologists results in this offer of purchase and employment becoming less attractive.

#### Contingencies

- Execution and delivery of this Confidential Term Sheet by noon on April 26, 2025, and execution of all definitive documents and transaction closing by Friday, May 30, 2025.
- Delivery of fully executed MWHC employment agreements for at least 15 VMI shareholders, including at least four interventional radiology partners, for terms of not less than two years, to begin on July 1, 2025. VMI agrees to cause RAF to ensure adequate physician coverage for MWHC, MIF and affiliates, and the parties are committed to cooperate throughout the transition.
- Internal diligence by MWHC.
- VMI causing RAF to provide written assurances satisfactory to MIF of its continued performance under the PSA between RAF and MIF, through agreement to amend compensation thereunder (Sections 6(a-b)/Schedule B).
- If requested, VMI providing (and causing RAF to provide, as applicable) written assurances satisfactory to MIF of its continued performance under the MSA between VMI and MIF, including renewal and/or assignment to RAF, if and as requested by MIF.

*[signature page to follow]*

Mary Washington Healthcare Services, Inc., as Purchaser

By:   
Name: Christopher Newman, MD, MBA  
Title: President and Chief Executive Officer

Accepted and agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2025.

Virginia Medical Imaging, Inc., as Seller

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DM 1400092v2

# **EXHIBIT 7**



## RESTRICTED APPRAISAL REPORT

*This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, the report is intended for use by the client only and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information from the appraiser's workfile. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.*

**CLIENT:** Summer Hughes  
Chair of Managers Committee  
Medical Imaging of Fredericksburg, LLC  
Summer.Hughes@mwhc.com

**APPRAISER:** Gregory S. Allison, MAI  
Johnson Commercial Real Estate  
401 Chatham Square Office Park  
Fredericksburg, VA 22401

**SUBJECT:** Market Rental Analysis  
Imaging Center for Women  
1300 Hospital Drive, Suite 100  
Fredericksburg, VA 22401  
JCRE File #12293-25

**PURPOSE OF THE APPRAISAL:** To estimate the fair market rent of the fee simple interest of the subject property.

**INTENDED USE OF THE REPORT:** For use in connection with lease negotiations.

**INTENDED USER OF THE REPORT:** Medical Imaging of Fredericksburg, LLC

**INTEREST VALUED:** Fee simple

**DATE OF VALUE ESTIMATE:** 29 October 2025

**DATE OF REPORT:** 31 October 2025

**APPRAISAL DEVELOPMENT AND REPORTING PROCESS:** The scope of this assignment is to conduct the necessary investigations and apply the appropriate valuation techniques to estimate the fair market rent of the subject property for use as ongoing medical space.

An inspection of the subject property was conducted on 29 October 2025 with Jeff Beckner, the building engineer, to determine the physical features and condition of the subject. A search of municipal records was then done to ascertain the current and historical assessments and ownership data regarding the property.

Properties similar to the subject were explored throughout the area to determine existing and proposed inventory, supply and demand and marketability of properties within the subject classification. A thorough research effort was conducted to extract comparison medical office rentals to estimate the market rent of the subject property.

The data analyzed is predominately in my office files and every effort was made to verify the authenticity of this information from public records and personal interviews. To the best of my ability, the research, analysis, and interpretation of the information in the marketplace was completed in accordance with sound appraisal principles and the opinions and conclusions of value are reasonable and reliable.

This Restricted Appraisal Report sets forth only the appraisers' conclusions. Any supporting documentation is retained in my office files.

**REAL ESTATE APPRAISED:** Subject property consists of Suite 100 in 1300 Hospital Drive a three-story medical office building containing approximately 33,059 SF of rentable area and commonly referred to as the Women's Services Center. The building was completed in 2010 and is approximately 15 years old. The exterior is face brick, cast stone, metal panels and insulated windows in aluminum frames. It is a class A medical office building and overall condition is rated good. The first floor is entirely occupied by the imaging center for women (subject), the second and third floors are each multi-tenant spaces. Good parking and travel lanes are provided for the building.

Suite 100 (subject) contains 11,972 SF of rentable space according to the current lease. It is class A medical office space with good finishes. It is divided into a main waiting room/reception area, seven (7) bathrooms with single sink and toilet, staff bathroom with sink and toilet, staff locker room, staff lounge, offices, ultrasound rooms, secondary waiting areas, biopsy and procedure rooms, mammogram rooms, radiology read rooms, and storage/supply rooms.

Interior features include carpet, wood laminate and vinyl composition tile flooring; acoustical tile ceilings and painted and wallpapered drywall walls. The building is fully sprinkled and fully heated and cooled.

**OWNERSHIP:** The building in which subject is located (1300 Hospital Drive) is owned by Cowan Eight LLC and master leased to Medicorp Properties, Inc. The master lease commenced 1 July 2010 and ends 30 June 2035. The initial rent was \$24.75 SF with 3.5% escalators. The tenant was given a \$20.00 SF tenant improvement allowance. On 18 January 2011 the property was declared a condominium (Instrument #110000129).

Suite 100 (subject) is encumbered by sublease between Medicorp Properties, Inc. and Medical Imaging of Fredericksburg, LLC, dba Imaging Center for Women. The lease originally commenced in 2010 for an initial term of 10 years with two (2) five year options. Base rent was \$24.50 SF with 3.5% annual escalators.

The most recent sublease is dated 1 July 2025 with a commencement date of 1 July 2025 and an expiration date of 30 June 2026. Current rent is \$43.28 SF based on a gross rentable area of 11,972 SF and the tenant pays a pro-rata share of operating expenses associated with the property.

The larger building of which subject is a portion is currently listed for sale for \$24,000,000 and has been on the market since October 8, 2025.

**HIGHEST AND BEST USE:**

The highest and best use of the subject property is continued use as medical space. Overall good modern quality/design is appropriate for a wide range of medical office users. Condition is good with no known repairs needed at this time.

**EXPOSURE TIME:** The market rent assumes an exposure time of 9 to 12 months.

**ESTIMATED MARKET RENT:** The following medical office rentals were analyzed in estimating the market rent for the subject property.

COMPARISON MEDICAL OFFICE RENTALS						
#	Property/Tenant	Location	Size (SF)	Start Date	Original Rent/SF	Current Rent/SF
1	Confidential	Fredericksburg	5,000+	Recent	\$26.00	\$26.00
2	Mary Washington General Surgery	4548 Empire Court, Spotsylvania	14,047	1/1/20	\$21.00	\$25.07
3	Mary Washington Orthopedics	2800 Welford Street, Fredericksburg	12,000	Early 22	\$20.81	\$22.74
4	Spotsylvania Parkway Medical Plaza	4710 Spotsylvania Parkway, Spotsylvania	40,769	1/1/22	\$23.35	\$24.78
5	Pinnacle Dermatology	1985 Emancipation Highway, Fredericksburg	9,200	1/1/21	\$22.00	\$24.76
6	Medical Imaging of Fredericksburg	1201 Sam Perry Blvd., Suite 102, Fredericksburg	17,299	Sep-21	\$25.00	\$28.14

Most weight was given rental #2, #4 and #6. An upward adjustment for location was applied to rental #2. An upward quality/design adjustment was applied to rental #4. Rental #6 is similar to subject.

The estimated market rent is \$28.00 SF on NNN terms with the tenant responsible for payment/reimbursement of utilities, real estate taxes, insurance, management and cam fee’s. Tenant is responsible for general repair/maintenance with landlord responsible for structural repair/maintenance.

**ASSUMPTIONS AND LIMITING CONDITIONS:**

**General Assumptions**

1. This is a Restricted Appraisal Report intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser’s file. The information contained in this report is specific to the needs of the client and the report is intended for use by the client only and no one else. The appraiser is not responsible for unauthorized use of this report.
2. The owner of record is assumed to have a marketable fee simple interest with no other encumbrances that cannot be cleared through normal channels.
3. The information on which this appraisal is based has been obtained from sources normally used by Johnson Commercial Real Estate and is considered to be reliable, but is in no sense guaranteed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. Johnson Commercial Real Estate reserves the right to alter its opinion of value on the basis of information withheld or not discovered in the normal course of a diligent investigation.

6. The appraiser assumes no responsibility for the legal description or matters of a legal nature affecting the property or the title thereto. The appraiser does not render any opinion as to title, which is assumed to be good and marketable.
7. Responsible ownership and competent property management are assumed.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. The appraiser is not required to give testimony or appear in court because of having made this appraisal with reference to the property in question, unless arrangements have been previously made therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
12. No opinion of an engineering nature is intentionally expressed or implied and no responsibility is assumed for matters of this nature.
13. No survey was made especially for this appraisal. Property lines, area, etc., of record or otherwise provided, are assumed to be correct.
14. No engineering survey has been made by the appraiser. Except as specifically stated, size and area were taken from sources considered reliable and no encroachment of real property improvements is assumed to exist.
15. Maps, plats and exhibits are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.
16. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
17. No opinion is expressed as to the value of subsurface oil, gas or mineral rights. The property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.
18. Disclosure of the contents of the appraisal is governed by the Bylaws and Regulations of the professional organizations with which Johnson Commercial Real Estate, Inc. is affiliated.
19. Acceptance of and/or use of this report constitutes acceptance of these assumptions and limiting conditions.

## **Limiting Conditions**

1. Possession of this report, or a copy, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
2. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraisers or firm with which they are connected or any reference to the Appraisal Institute or the MAI or SRA designations) shall be disseminated to the public through the advertising media or any other public means of communication without the prior written consent and approval of Johnson Commercial Real Estate, Inc. and the signatories of the report. Acceptance of and/or use of this report constitutes acceptance of these restrictions.
3. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
4. The forecasts, projections or operating estimates contained herein are based upon current market conditions, anticipated short term supply and demand factors and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
5. Load bearing capacity of subsoil is assumed to be adequate for the present and proposed utilization, but no borings or engineering studies have been made especially for this appraisal and the value conclusion could be affected by such information.
6. Unless otherwise stated, the appraiser has not been supplied with building plans and specifications, site plans, surveys or occupancy permits. No responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.
7. I personally inspected the subject property and found no obvious evidence of termite damage or structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety or occupancy codes, can be assumed without provision of specific professional or governmental inspections.
8. Unless otherwise stated in this report, the appraiser makes no representation or warranties as to the adequacy or conditions of appliances, electrical systems, plumbing and heating, air conditioning, presence of insulation, adequacy or condition of structural systems or any other subsystem within the property. The appraiser assumes no responsibility for any cost incurred to discover or correct any deficiencies present in the property.
9. Unless otherwise stated, no consideration in the valuation process has been given to mineral deposits (oil, gas, coal, gravel, etc.) or timber, if any, that may be found on the subject.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. On January 26, 1992, the American With Disabilities Act (ADA) took effect. This report has not considered this act and the impact it may have on the subject with respect to general compliance and renovation costs. Should a report be provided which indicates a required renovation, we reserve the right to amend this report.
12. The appraiser has prepared this report in compliance with the Competency Provision explicitly detailed in the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser is fully experienced in the appraisal of this product type.

**APPRAISERS CERTIFICATION:**

I certify that, to the best of my knowledge and belief:

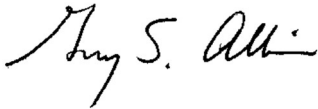
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have not performed any services regarding the subject property within the three-year period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP).

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this certification. Other members of the staff of Johnson Commercial Real Estate have assisted in obtaining and processing portions of the data used.
12. I currently hold an appropriate state certification allowing the performance of real estate appraisals in connection with federally related transactions in the state in which the subject property is located.
13. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
14. This appraisal recognizes the following definition of Market Rent as defined in *The Dictionary of Real Estate Appraisal, Sixth Edition*:

Market Rent - The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of the specified lease agreement including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TI's).

The market rent as of 29 October 2025 is estimated to be \$28.00 SF on NNN terms with the tenant responsible for payment/reimbursement of utilities, real estate taxes, insurance, management and cam fee's. Tenant is responsible for general repair/maintenance with landlord responsible for structural repair/maintenance.

JOHNSON COMMERCIAL REAL ESTATE



Gregory S. Allison, MAI  
Certified General Real Estate Appraiser  
VA License No. 4001-003532

**ADDENDA**

**GREGORY S. ALLISON, MAI**  
**STATEMENT OF QUALIFICATIONS**

Business Address: 401 Chatham Square Office Park  
Fredericksburg, VA 22405  
Business Phone: (540) 371-8976  
Business Fax: (540) 371-5651  
Email Address: greg@johnsoncommercial.com  
Firm Affiliation: Owner of Johnson Commercial R.E., LLC, d/b/a Johnson Commercial Real Estate

**EDUCATION:**

Graduate of James Monroe High School, Fredericksburg, VA - 1985  
Graduate of East Carolina University, Greenville, NC - 1989  
Bachelor of Arts Degree - Economics  
Minor - Business Administration

**APPRAISAL COURSES:**

Real Estate Appraising - Virginia Commonwealth University - Fall 1990  
Exam 1A1 of the American Institute of Real Estate Appraisers - 12/1/90  
Exam 1A2 of the American Institute of Real Estate Appraisers - 12/15/90  
Advanced Real Estate Appraisal - Virginia Commonwealth University - Spring 1992  
Capitalization Theory and Techniques Part A, Exam 1BA of the Appraisal Institute - 3/6/92  
Capitalization Theory and Techniques Part B, Exam 1BB of the Appraisal Institute - 4/27/92  
Standards of Professional Practice, Part A of the Appraisal Institute - 8/24/92 and 8/25/92  
Standards of Professional Practice, Part B of the Appraisal Institute - 8/26/92 and 8/27/92  
Principles of Real Estate - Germanna Community College - Fall 1992  
Understanding Limited Appraisals & Appraisal Reporting Options-General - 10/21/94  
Highest and Best Use and Market Analysis-Arizona State University -2/19 thru 2/25/95  
Dynamics of Office Building Valuation - 10/20/95  
Easement Valuation Course 403 - 10/25/95  
Advanced Sales Comparison & Cost Approaches - Chapel Hill, NC- 7/15/96 thru 7/20/96  
Standards of Professional Practice, Part C of the Appraisal Institute - 9/25/97 and 9/26/97  
Report Writing and Valuation Analysis – Washington, DC – 8/9/98 thru 8/15/98  
Advanced Applications - Linthicum Heights, MD – 3/22/99 thru 3/27/99  
Virginia Law – 10/08/01  
Analyzing Commercial Lease Clauses – 3/22/02  
National USPAP Update – 10/02/03  
Business Practices and Ethics – 10/03/03  
Advanced Like Kind Real Estate Exchanges – 10/30/03  
Supporting Capitalization Rates – 1/12/04  
Maintaining the Quality and Integrity of Conservation Easement – 7/22/04  
Real Estate Finance, Value, and Investment Performance – 9/22/05  
7 Hour National USPAP Course - 11/01/05  
Analyzing Distressed Real Estate - 11/16/05  
Forecasting Revenue – 3/30/07  
7 Hour National USPAP Equivalent Course - 11/04/07  
Business Practices and Ethics - 11/08/07  
Introduction to GIS Applications for Real Estate Appraisal - 11/21/07

Office Building Valuation – Office Building Valuation: A Contemporary Perspective – 4/08/08  
Appraising Distressed Real Estate – 9/30/09  
7 Hour National USPAP Equivalent Course – 10/30/09  
Analyzing Operating Expenses – 12/23/09  
Eminent Domain and Condemnation – 12/30/09  
What Commercial Clients Would Like Appraisers to Know – 12/31/09  
7 Hour National USPAP Equivalent Course – 11/14/11  
7 Hour National USPAP Equivalent Course – 10/25/13  
Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting – 10/28/13  
Land & Site Valuation – 10/29/13  
Appraisal of Land Subject to Ground Leases – 11/16/14  
Business Practice and Ethics – 12/7/14  
7 Hour National USPAP Equivalent Course – 11/14/15  
Land & Site Valuation – 10/20/17  
Appraisal of Owner Occupied Properties – 10/24/17  
Appraisal of Land Subject to Ground Leases – 10/27/17  
7-Hour National USPAP Update Course – 10/31/17  
7-Hour National USPAP Update Course – 10/16/19  
Condemnation Appraising, Principles, and Applications - 11/6/19 thru 11/8/19  
Business Practice and Ethics – 12/6/19  
Appraising Automobile Dealerships – 1/3/20  
2020-2021 7-Hour Equivalent USPAP Update Course – 11/15/21  
Analyzing Operating Expenses – 11/23/21  
Cool Tools: New Technology for Real Estate Appraisers – 11/24/21  
Appraiser's Guide to Expert Witnessing – 11/29/21  
Business Practices and Ethics – 9/25/23  
Appraisal Bias – 11/13/23  
2024-2025 7-Hour Equivalent USPAP Update Course – 11/27/23  
Appraisal of Medical Office Buildings – 11/28/23  
Eminent Domain and Condemnation – 11/29/23  
Subdivision Valuation – 6/18/25  
Expand Your Practice: Arbitration Do's and Don'ts – 6/20/25  
Fundamentals of Apartment Appraising – 6/25/25  
Non-Lending Appraisal Assignments – 6/26/25  
Fair Housing and Bias – 8/26/25

#### **PROFESSIONAL AFFILIATIONS:**

Member of Appraisal Institute since August 2004 - MAI #12252  
Certified General Real Estate Appraiser in the State of Virginia since 11/30/95, License #4001-003532

#### **EXPERIENCE:**

Owner and Commercial Real Estate Appraiser, Johnson Commercial R.E., LLC, January 2011 to present.

Commercial Real Estate Appraiser, Johnson Commercial Real Estate, Inc., March 1990 to December 2010.

Expert Witness in the City of Fredericksburg and Counties of Spotsylvania and Stafford.

Experienced in appraising, selling, leasing, and managing commercial real estate.

Appraisals provided for financing, condemnation, real estate tax appeal, development, divorce settlement, property settlement, new construction, asset management, and acquisition.

Agricultural appraisals include historic estate properties, farmland, and waterfront land with land sizes up to 1,800 acres including conservation easement appraisals and appraisals of historically significant sites.

Commercial property appraisals include multi-tenant retail centers, free-standing retail buildings, office buildings, motels, restaurants, auto dealerships, car washes, banks, churches, day care centers, funeral homes, medical offices, marina's, convenience stores, self-storage facilities, numerous types of industrial/warehouse properties and all types of commercial and industrial land.

Residential appraisals include townhouse land, single family land, apartment land, mobile home parks, apartment buildings, and condominium projects.

Partial interest appraisals include temporary and permanent easements, fee acquisitions, and leasehold, leased fee and partnership interest appraisals. Consulting assignments include market rent estimates, highest and best use analysis, and real estate tax appeal.

#### **CLIENTELE:**

Local, state, and federal agencies; city and county governments and housing authorities; local and national corporations; insurance companies; regional and national banking and financial institutions; accountants; attorneys; developers; investors; and private individuals.

Financial Institution clients include, Atlantic Union Bank, Link Bank, Shore United Bank, C&F Bank, Carter Bank & Trust, Blue Ridge Bank, PNC, United Bank, Presidential Bank, John Marshall Bank, First Citizens Bank, and Burke and Herbert Bank.

Other clients include Northern Virginia Conservation Trust, The Nature Conservancy, Civil War Trust, George Washington's Fredericksburg Foundation, Friends of the Rappahannock, Virginia Department of Transportation, Mediacorp Health Systems/Mary Washington Healthcare, Stafford County, Spotsylvania County, Westmoreland County, Dominion Virginia Power, City of Fredericksburg, Randolph, Boyd, Cherry & Vaughan, Parrish, Houck & Sneed, KDR Real Estate, Colonial Farm Credit, Rappahannock Electric Co-op, Hirschler, Sands Anderson, Willis & Ashby, Glover & Dahnk, Downey & Mayhugh, Nageotte, Nageotte, & Negeotte, Leming & Healy.

**Subject Photo's**



Front view.



Waiting room.



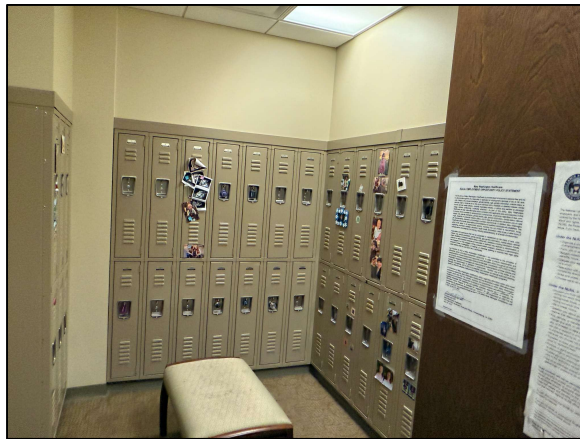
Hallway.



Procedure room.



Procedure room.



Locker room.

