

**RADIOLOGY SERVICES PROVIDER AGREEMENT
BETWEEN
Mangum City Hospital Authority dba Mangum Regional Medical Center
AND
DIAGNOSTIC IMAGING ASSOCIATES, INC.**

This Radiology Services Provider Agreement (“**Agreement**”) is made and entered into effective 7/1/2022 (“**Effective Date**”), by and between Mangum Regional Medical Center (“**Hospital**”), and **Diagnostic Imaging Associates, Inc.**, a professional corporation organized and existing under the laws of the State of Oklahoma (“**DIA**”).

A. Hospital is the operator of the facilities, plant and equipment known as Mangum Regional Medical Center located in Mangum, Oklahoma, in which there is located a Department of Radiology (“**Department**”).

B. DIA, through its physicians, is engaged in the practice of medicine, specializing in radiology. The physicians employed by DIA (each a “**Practitioner**,” and collectively, “**Practitioners**”) are licensed to practice medicine in the State of Oklahoma, are qualified to practice radiology and have met all of the requirements for and currently maintain membership on the medical staff of Hospital with privileges in the specialty of radiology.

C. Hospital desires, subject to the terms of this Agreement, to enter into an exclusive agreement with DIA for the operation of the Department to promote its purpose and mission, provide enhanced patient care and more efficient hospital administration by assuring uniformity of methods and practices of physicians using the Department and by providing the continuous availability or coverage of the radiology service.

D. Hospital and DIA mutually desire to enter into this Agreement in connection with the operation of Department during the term of this Agreement and any renewals and extension hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1.0 Term/Amendment and Pricing:

1.1 Term. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall be automatically renewed for successive consecutive one (1) year periods (each a “**Renewal Term**”) unless terminated in accordance with the terms of the Agreement. The Initial Term and any Renewal Terms are referred to collectively as the “**Term**.”

1.2 Amendment. Amendments to this Agreement shall require mutual consent of the parties evidenced by the signatures by both parties on a written document establishing the terms of the amendment.

1.3 Termination upon Notice. Either party may terminate this Agreement at any time by providing ninety (90) days' prior written notice to the other party.

1.4 Termination for Cause. Either party may terminate this Agreement upon the

default of the other party which is not cured after providing 30 days advance written notice of the occurrence of the event of default and the failure of the defaulting party to cure the default.

1.5 Compensation. See Section 11.0 and Exhibit A.

2.0 DIA Services. DIA agrees to and Hospital engages DIA to:

- 2.1 Provide duly licensed and qualified radiologists satisfactory to Hospital, who will maintain educational requirements necessary to meet federal and state mandates to render radiologic services to Department. DIA shall be responsible for engaging other duly licensed and qualified radiologists, or qualified physician extenders, as necessary from time to time in order to provide adequate radiological services to support the patient needs of the Department. “Adequate Services” referred to herein are defined as those services providing that degree of service and supervision which will meet the needs of the Hospital’s patients, to the reasonable satisfaction of the Medical Staff and the Administration of the Hospital. It is specifically agreed that patient services of DIA will be provided through teleradiology.
- 2.2 Make available and implement an interface with Hospital Information System to expedite report transmissions.
- 2.3 DIA will dictate radiological interpretation findings within 24 hours of interpretation. Stat readings will be reported within one hour of receipt of the studies.
- 2.4 Operate the Department in accordance with the Hospital’s Medical Staff Bylaws and the policies, rules and regulations of the Department, as well as other policies and procedures of Hospital.
- 2.5 DIA will make reasonable efforts to establish good relationships between the Department and referring physicians of Hospital. DIA will be cooperative with respect to Hospital’s outreach efforts in the community.
- 2.6 DIA shall advise Hospital concerning the need for and selection of qualified outside vendors or contractors to perform tests and/or procedures that cannot be appropriately or economically performed by Hospital personnel and DIA under the terms of this Agreement. DIA shall not have, nor does it undertake, a duty by this Agreement to perform such services. DIA will work in an advisory capacity to facilitate Hospital’s new equipment acquisitions and upgrades, as well as in the development of new imaging services.
- 2.7 DIA will assign a radiologist(s) to serve as the Medical Director of the radiology department and as lead interpreting physician for mammography.
- 2.8 Notwithstanding anything to the contrary set forth in this Agreement, the Hospital Medical Staff who elect to perform their own DEXA scans shall be permitted to do so and such services shall not be included in this Agreement.

3.0 Limitations on DIA Services and Responsibilities.

- 3.1 All contrast administration will be provided under the supervision of the Hospital’s Hospitalist or Emergency Room physician responsible for in-house

calls.

- 3.2 If Hospital elects to use its facility to perform exams that are outside the scope considered standard medical practice consistent with community standards, DIA physicians will not be responsible for supervision of the exams or interpretation of the images.

4.0 Representations and Warranties with Respect to DIA and the Practitioners. DIA represents and warrants to, and covenants with, Hospital as follows:

- 4.1 The Practitioners are duly licensed to practice their profession in the State of Oklahoma, and the Practitioners will keep their licenses current, in good standing and unrestricted during the term of this Agreement.
- 4.2 The Practitioners who are radiologists are board certified or board eligible in radiology.
- 4.3 The Practitioners have and will maintain at all times all necessary narcotics and controlled substances numbers and licenses as may be required for their practice and in connection with the services required under this Agreement.
- 4.4 The Practitioners are qualified and currently competent to render the Services.
- 4.5 There is no contract or restriction that interferes with the ability of either DIA or the Practitioners to perform their obligations under this Agreement. Neither DIA nor the Practitioners will conduct any professional practice or other activity which constitutes a default under this Agreement or interferes with their provision of Services under this Agreement.
- 4.6 DIA acknowledges that (i) it is not now and has never been excluded from any federal health care program, including Medicare, Medicaid, TRICARE, CHAMPUS, maternal and child health block grants, social service grants and other state funded health care programs (each, a "Federal Program"); (ii) it is not owned or controlled by individuals who have been convicted of any crime regarding, sanctioned and/or excluded from a Federal Program; (iii) to the best of its knowledge, none of its Practitioners, employees, independent contractors or agents, have been convicted of a criminal offense which would trigger exclusion from a Federal Program; and (iv) to the best of its knowledge, none of its employees, independent contractors or agents have been excluded from a Federal Program. DIA will promptly notify Hospital if DIA, its owners, controlling individuals or any of its employees, independent contractors or agents is/are convicted of any crime regarding or excluded by a Federal Program. This Agreement is subject to immediate termination by Hospital upon written notice should DIA, its owners, controlling individuals or any

employee, independent contractor or agent be convicted of any crime regarding, or sanctioned or excluded by, any Federal Program during the term of this Agreement unless, to the extent the conviction, sanction or exclusion involves an individual, DIA promptly terminates its relationship with such individual and the individual's Services under this Agreement are promptly discontinued.

- 4.7 The Practitioners will render care to patients in accordance with and in a manner consistent with recognized medical standards, will conduct themselves in a manner consistent with the principles of medical ethics of the American Medical Association or the American Osteopathic Association, as applicable, and will comply with all rules, regulations and other similar standards governing their practice.
- 4.8 All information that has been furnished to Hospital concerning each Practitioner's credentials, qualifications, training, educational background, professional experience and abilities is true and correct in all respects and will remain true and correct as long as the Practitioner provides Services under this Agreement. DIA will inform Hospital promptly after receiving notification of any action concerning any Practitioner (i) to suspend, revoke or restrict the Practitioner's medical or narcotics licenses; (ii) if the Practitioner is or becomes the subject of a formal inquiry, hearing, investigation or other proceeding the outcome of which could reasonably be expected to result in the suspension, revocation, limitation, restriction or modification of his or her medical or narcotics licenses; (iii) if the Practitioner is or becomes the subject of a formal inquiry, hearing, investigation or other proceeding the outcome of which could reasonably be expected to result in a finding of unethical or improper conduct or other sanctions which would materially impair the ability of the Practitioner to carry out his or her obligations under this Agreement; (iv) the commencement of any proceeding for the exclusion of the Practitioner from participation in any Federal Program or any formal investigation the outcome of which could reasonably be expected to result in such exclusion; or (v) any filing with the National Practitioner Data Bank or with the Medicare Program Data Bank regarding the activities, competence, professional conduct or affairs of the Practitioner.
- 4.9 As a matter of convenience to and availability of coverage for patients, DIA and the Practitioners will apply and act promptly to execute participation agreements to enable DIA and the Practitioners to participate in health plans in which Hospital participates so long as the terms of participation for DIA and the Practitioners are commercially reasonable and the payment rates offered by such plans are consistent with the market rate of such services in the applicable community. Hospital will have no authority to bind DIA or the Practitioners to any health plan contract or obligation without the prior written consent of DIA and/or the Practitioners, as applicable.

- 5.0 Hospital's Obligations. Hospital agrees to:
- 5.1 Make available adequate facilities and space designated for proper operation of the Department, the adequacy of which will be mutually agreed upon between Hospital and DIA.
 - 5.2 Make available all of the diagnostic and radiological equipment within the approved budget of Hospital for proper operation of the Department, to facilitate performance by DIA of its duties and patient services provided for in this Agreement. The equipment shall remain at all times the property of Hospital.
 - 5.3 Maintain the equipment and facilities in good condition and repair.
 - 5.4 Provide support personnel and a radiologic technician, in consultation with DIA, for the proper operation of the Department and the provision of patient services contemplated by this Agreement. All non-physician personnel providing Department services shall be employees of Hospital and the responsibility of Hospital.
 - 5.5 Establish and maintain a communication link during the Term between Hospital and the DIA Facility.
 - 5.6 Provide and maintain all equipment necessary to enable image capture and transmission to the DIA Facility with minimal resolution criteria, as defined in the most current American College of Radiology Standard for Teleradiology and Digital Image Data Management.
- 6.0 Conflict Resolution. DIA and Hospital will promptly advise the other of any perceived breaches of this Agreement or other conflicts. Hospital and DIA agree to perform this Agreement on the basis of trust, good faith and fair dealing. In the event a dispute arises under the Agreement they agree to first engage in a good faith effort to resolve the controversy. The effort to resolve the dispute should include consideration of submission of the dispute to mediation and/or arbitration, if agreement to do so is secured from all parties to the dispute. In the event Hospital and DIA are not successful in resolving their dispute, then either is free to pursue enforcement of its rights and remedies, at law or in equity. If a party brings an action against the other party to enforce any condition or covenant of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees incurred in the enforcement action.
- 7.0 Pricing of Services. DIA and Hospital agree to price their services competitively and consistent with community charges.
- 8.0 Independent Contractor.
- 8.1 DIA and Hospital agree that DIA is and shall remain an independent contractor at all times during the Term and any extension or renewal hereof, and nothing herein is intended nor shall it be construed to create an employer-employee relationship, a lease or landlord-tenant relationship, nor shall anything herein be construed to allow Hospital to exercise control or direction over the manner or method by which DIA performs its clinical services hereunder. The services of DIA hereunder shall be provided in a manner consistent with the standards

determined by the American College of Radiology and standards of practice in the community for such services, the provisions of this Agreement, and the Medical Staff Bylaws of Hospital.

- 8.2 All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensing and regulation of physicians and Hospitals and to the operation of the Department shall be fully complied with by the parties. Unless otherwise provided by the terms of this Agreement, the parties shall also operate and conduct the Department in accordance with the standards and recommendations of CMS or the Joint Commission on Accreditation of Healthcare Organizations and the regulations of the Nuclear Regulatory Commission.
- 8.3 DIA and Hospital agree that Hospital shall not withhold, on behalf of DIA hereunder, any amounts for income tax, unemployment insurance, social security tax or any other withholding pursuant to any laws or requirements of any governmental body relating to DIA, nor shall Hospital make available to DIA any of the benefits afforded to Hospital employees. All compensation payments, withholding taxes and benefits, if any, for the employees of DIA, shall be the sole responsibility of DIA.
- 8.4 Neither DIA nor any of its radiologists shall have any authority to bind Hospital in any respect, and Hospital shall not have any authority to bind DIA.
- 9.0 Patient Records. All patient and other records, lists, case histories, compilations, experimental data, or medical formulae acquired, developed, or assembled during the course of DIA's services at Hospital hereunder shall remain the property of Hospital, unless otherwise agreed by the parties hereto; provided, however, Hospital will furnish DIA with access to and copies of medical records during Hospital's normal business hours for use by DIA to facilitate its billing process and patient services. All records, lists, case histories, compilations, experimental data, and medical formulae acquired, developed, or assembled by DIA in performance of this Agreement shall be available at all reasonable times to DIA and its authorized agents for study, reference, or experiments. DIA may make duplicate copies, at the expense of DIA and upon reasonable notice to Hospital, of all records, lists, case histories, compilations, data or medical formulae acquired, developed or assembled by DIA hereunder for the personal use of DIA, provided that any such data utilized is appropriately redacted to de-identify any patient or facility.
- 10.0 Engagement Non-Exclusive. DIA shall have consultation privileges, and the right to conduct its business and practice medicine elsewhere (including any other office facility or hospital) and shall have the right and privilege to engage in practice in a private radiologic laboratory owned in whole or part by DIA. This Agreement is not intended to limit DIA's other professional service relationships.
- 11.0 Daily Memorandum and Billing.
- 11.1 DIA and Hospital shall cooperate in developing a list of professional services rendered daily by DIA to facilitate record generation by Hospital and DIA for billing purposes. Hospital shall bill, collect and retain the charges for technical services rendered to patients in or by the Department. DIA shall bill, collect and retain the charges for professional medical services provided by DIA in or by the Department, whether inpatient or outpatient services. The parties shall retain

their own collections with respect to their separate statements to patients; provided, that each party agrees to cooperate with the other to ensure that the proper party receives any misdirected payments.

11.2 Hospital shall promptly furnish DIA or its agents with all information or data to which it has access to allow DIA or its agents to prepare statements for such professional services rendered by DIA. DIA's billings and collections and personnel necessary therefore, shall be at its own expense.

11.3 DIA shall make reasonable efforts not to bill any patient prior to the patient's discharge from Hospital. DIA's statements and billings shall be prepared on its letterhead and shall be its sole responsibility, and Hospital shall not be responsible in any way therefore.

11.4 Hospital and DIA shall each bear the loss for their respective uncollected or uncollectible billings.

12.0 Revenue Separate.

12.1 Moneys received for Hospital or its employees' services rendered, work performed, or supplies furnished or consumed by patient in the Hospital or Department, and not rendered by DIA, shall belong exclusively to Hospital.

12.2 Fees, money, and other consideration billed and/or received by or on behalf of DIA in the course of DIA's normal fee for services arrangement and/or the professional component of any "packaged" treatment system or service offered or provided by DIA, shall belong exclusively to DIA.

13.0 Expense Authorization. DIA is not authorized to incur any expense on behalf of Department for supplies or equipment without the prior approval of the Hospital.

14.0 Professional Liability Insurance. DIA shall procure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate with a reputable insurance company authorized to do business in the State of Oklahoma, and will, upon the request of Hospital, furnish to Hospital a certificate of insurance to evidence that said insurance has been procured and is in force and effect during the term of this Agreement. In the event DIA procures a "claims-made" policy to meet the insurance requirements herein, DIA shall obtain "tail" coverage upon the termination of any such policy or upon termination of this Agreement. Said "tail" coverage shall provide for an indefinite reporting period.

15.0 Record Retention. The parties agree that if this Agreement is subject to the Medicare/Medicaid statutes and regulations, DIA physicians shall retain and, for not less than six (6) years after services are furnished pursuant to this Agreement, shall allow the authorized representative of any appropriate federal or state governmental agency or enforcement unit access to the Agreement and to such books, records, and other documents that are necessary to verify the nature and extent of the costs of such services. In the event DIA physicians receive a request for access, they agree to notify Hospital immediately and to consult with Hospital regarding the response to the request. This access agreement shall be effective as of the date hereof, and shall continue for not less than six (6) years after services are terminated. If DIA physicians carry out any of their responsibilities under this Agreement through the use of a subcontractor, including any organization related to DIA by ownership, or when the subcontractor fees exceed \$10,000 over a twelve (12) month period, DIA will be responsible for obtaining and forwarding to

Hospital the subcontractor's written agreement to be bound as DIA physicians under this access agreement.

16.0 Access to Books and Records. To the extent required by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated thereunder, both parties agree to provide access to their books and records to the other party. All other information obtained by either party in the performance of this Agreement relating to the other party's costs, pricing methods, concepts and practices of delivering services shall be deemed confidential information, and neither party shall disclose such information to any other persons or entities without the express written consent of the other. The mutual covenants contained in this Section shall survive the termination of this Agreement.

17.0 Hold Harmless and Indemnification. DIA shall indemnify, hold harmless, and defend Hospital, its subsidiaries, affiliate companies, any of their successors or assigns, and any of their directors, officers, shareholders, employees, servants, agents, invitees and licensees from (i) any claims made against them by third parties in connection with the negligent performance or willful misconduct, or (ii) any destruction or damage to property of Hospital, by DIA, its directors, officers, employees, agents or subcontractors under this Agreement. DIA will promptly reimburse Hospital for all costs and damages it may incur associated with acts and claims covered by DIA's indemnity

Subject to the limitations of law, including but not limited to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et.seq., Hospital agrees to indemnify, hold harmless and defend DIA, its directors, officers, employees, agents or subcontractors from (i) any claims made by third parties in connection with negligent performance or willful misconduct, (ii) any claims made by third parties in connection with acts or obligations which are Hospital's responsibility under this Agreement, or not related to a duty assumed by DIA hereunder, (iii) any destruction or damage to property of DIA, by Hospital, its subsidiaries, affiliate companies, any of their successors or assigns, and any of their directors, officers, shareholders, employees, servants, agents, invitees and licensees under this Agreement, or (iv) any and all claims, liability and responsibility of every nature associated with the operation of and services provided by the Hospital's Radiology Department, its employees and independent contractor(s), prior to the date on which DIA commenced providing its services to Hospital under this Agreement. Hospital will promptly reimburse DIA for all costs and damages it may incur associated with acts and claims covered by Hospital's indemnity. Should litigation arise out of failure of either party to comply with the terms of this Agreement, the non-prevailing party will pay all expenses, including attorney fees, incurred by the prevailing party because of that failure.

18.0 Waiver. The waiver of either party of a breach or violation of any provision, term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

19.0 Notices. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, and may be delivered personally or be sent by registered or certified mail, postage prepaid, and return receipt requested, to the principal business office of the party at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

Hospital: Mangum Regional Medical Center
Attn: Administrator
1 Wickersham Drive
Mangum, OK 73554

DIA: Diagnostic Imaging Associates, Inc.
Attn: Gabe Graham
4500 S. Garnett, #919
Tulsa, OK 74146

- 20.0 Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Oklahoma.
- 21.0 Compliance With Laws and Regulations. In the event any party to this Agreement, in consultation with experienced health care counsel, develops a good faith concern that any provision of this Agreement or any activity of any other party is in violation of applicable federal, state or local law or any regulation, order or policy issued under such law, or may jeopardize the tax-exempt status of such party, such party will promptly notify the other party, in writing, of such concern and the specific activities giving rise to the concern and the reasons therefor. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered until the concern is resolved.
- 22.0 Partial Invalidity. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provision had not been included.
- 23.0 Survival. Notwithstanding any provisions of this Agreement to the contrary, the terms of Sections 1.1, Term; 6.0, Conflict Resolution; 16.0, Access to Books and Records; 17.0 Indemnity; 19.0, Notices; 20.0, Governing Law; 30.0, Confidentiality; and this Section 23.0, shall survive the termination of this Agreement.
- 24.0 Third Party Payor Agreements. DIA acknowledges that Hospital has entered into, and will in the future enter into, Agreements with governmental agencies, preferred provider organizations, health maintenance organizations, and other public and private entities (“**Programs**”) to provide health care services to the patient covered by the Programs at rates which may vary from Hospital’s and/or DIA’s customary charges for similar services to other patients. DIA agrees that, as requested by Hospital, DIA shall negotiate in good faith for participation by DIA in such programs and/or networks in which Hospital may participate with health maintenance organizations, preferred provider organizations, other payors and physician-hospital organizations. Hospital agrees to assist DIA in negotiating terms of participation. However, in the event DIA fails to agree to terms of participation and, as a result thereof, Hospital is threatened with exclusion or expulsion from the network or program or reduced compensation for its services, then Hospital may immediately terminate the exclusive provisions of this Agreement and further terminate the Agreement in its entirety pursuant to this Agreement. The other provisions of this Agreement to the contrary notwithstanding, if DIA fails to agree to terms of participation because proposed reimbursement rates fall below DIA’s lowest contracted rate of reimbursement for similar product lines (Medicare or Medicaid), Hospital shall not be able to terminate DIA.
- 25.0 Assignments. Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed to permit assignment by DIA or Hospital of any rights or duties under this Agreement, such assignment being expressly prohibited. Notwithstanding, DIA and Hospital acknowledge that Hospital may transfer this agreement to any person or entity operating or sharing in the operation of Hospital.
- 26.0 Facilitation. Each party agrees to promptly perform any further acts and execute,

acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

- 27.0 Permits. In the performance of all services to be provided hereunder, DIA and Hospital agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances, and all lawful orders, rules, regulations and guidelines of any duly constituted authority including, but not limited to, social security and income tax withholding laws, unemployment compensation laws, environmental, safety and health laws, and manifest requirements.
- 28.0 Notice of Revocation or Cancellation. DIA shall give Hospital immediate verbal and written notice of any revocation or cancellation of any required permit, license, registration, insurance, certificate of approval and of any citation, notice of violation, or other claim, lawsuit, or enforcement action by any local, state or federal authority concerning violation of any federal state, or local law by DIA, which might affect the services of DIA under this Agreement.
- 29.0 Books and Records. DIA and Hospital shall keep and retain adequate books and records and other documentation, including personnel records, correspondence, instructions, plan, receipts, vouchers, copies of all manifests and any other records of reports or memoranda, consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this Agreement.
- 30.0 Confidentiality. Each party (“**Disclosing Party**”) may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, patient treatment and/or finances, and such party’s earnings, volume of business, methods, systems, practices, plans and other Proprietary Information (“**Confidential Information**”). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information is disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party’s written consent.
- 31.0 HIPAA Compliance. The parties will comply with applicable laws and regulations regarding the confidentiality of medical records, including the privacy and security standards in the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time.
- 32.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.
- 33.0 Entire Agreement. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument, in writing, and executed jointly by each party hereto.
- 34.0 Corporate Authority. Hospital and DIA each warrant that the execution of this Agreement has been duly authorized and that the representative executing this Agreement is authorized to do so.

35.0 Counterparts. This Agreement may be executed in multiple counterparts, each of which may be treated as an original.

APPROVED and AGREED TO.

Date

Date

NAME: _____

By: _____

Diagnostic Imaging Associates, Inc.

By: _____

Exhibit A

Compensation: Hospital will pay DIA \$2,150 per month for radiology services.